



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 446-2006

GRAHAM AVENUE POLE AND STREET FURNITURE REPAIR

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 GRAHAM AVENUE POLE AND STREET FURNITURE REPAIR

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 20, 2006.
- B2.2 Bid Submissions 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 GC:3.1, the Bidder may view the Site without making an appointment.
- B3.2 The Bidder is advised that portions of Graham Avenue are not accessible to traffic. All traffic regulations are to be followed.

B4. ENQUIRIES

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

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

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

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

B6. SUBSTITUTES

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

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

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

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

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

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

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

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

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

B7. BID SUBMISSION

B7.1 The Bid Submission consists of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

B7.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.4 Bid Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.4.2 All signatures shall be original.

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

B9. PRICES

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

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

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

B11.1.1 Bidders or their representatives may attend.

B11.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

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

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

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 if the interests of the City so require.

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

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

B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

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

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

- B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of removal and replacement of existing shrouds from pole bases, sand, clean, prime, and paint rusted areas of existing poles and metal work on street furniture, and supply and installation of new Double Walled Hollow Core Plastic Shrouds.
- D2.2 The major components of the Work are as follows:
- (a) Remove and dispose of shrouds from light and signal poles;
 - (b) Sand, clean, prime, and paint rusted light, banner, and traffic signal poles;
 - (c) Supply and installation of Double Walled Hollow Core Plastic Shrouds;
 - (d) Sand, remove dents, clean, prime, and paint metal work on street furniture;
 - (e) Existing Bike Loop repair.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is McGowan Russell Group Inc., represented by:
Ms. Susan Russell
Landscape Architect
200-120 Fort St. Winnipeg, MB R3C 1C7
Telephone No. (204) 956-0396 Facsimile No. (204) 956-1265
- D3.2 At the pre-construction meeting, Ms Russell will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

- D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
- The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D6.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D7. PERFORMANCE SECURITY

D7.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D7.1.1 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.

D7.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

D8. SUBCONTRACTOR LIST

D8.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D9. COMMENCEMENT

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

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) evidence of the insurance specified in D6;
 - (iv) the performance security specified in D7;
 - (v) the Subcontractor list specified in D8; and

- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

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

D10. SUBSTANTIAL PERFORMANCE

D10.1 The Contractor shall achieve Substantial Performance within Thirty five (35) consecutive Working Days of the commencement of the Work as specified in D9.

D10.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D10.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D11. TOTAL PERFORMANCE

D11.1 The Contractor shall achieve Total Performance within Forty (40) consecutive Working Days of the commencement of the Work as specified in D9.

D11.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D11.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D12. LIQUIDATED DAMAGES

D12.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Five Hundred dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

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

D13.1 Further to GC:6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding GC:13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D14.1.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D7)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 446-2006

GRAHAM AVENUE POLE AND STREET FURNITURE REPAIR

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D7)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 446-2006
GRAHAM AVENUE POLE AND STREET FURNITURE REPAIR

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, STANDARD DETAILS AND DRAWINGS

E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

The City of Winnipeg Standard Construction Specifications is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

The version in effect three (3) Business Days before the Submission Deadline shall apply.

Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1.1	Layout Plan – 1 of 9
L1.2	Layout Plan – 2 of 9
L1.3	Layout Plan – 3 of 9
L1.4	Layout Plan – 4 of 9
L1.5	Layout Plan - 5 of 9
L1.6	Layout Plan – 6 of 9
L1.7	Layout Plan – 7 of 9
L1.8	Layout Plan – 8 of 9
L1.9	Layout Plan – 9 of 9

GENERAL REQUIREMENTS

E2. PROTECTION OF SURVEY INFRASTRUCTURE

E2.1 Notwithstanding clause 4 “Protection of Survey Bars” of the Standard Provisions: Current legislation, The Surveys Act, places the onus on those undertaking construction to protect the Survey Infrastructure from damage as a result of their activity.

E2.2 Further to GC:6.28 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 986-4826 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E2.3 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.

E2.4 Survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction, that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. An approximate estimate of the costs involved to restore a legal survey monument is \$1,000 per

bar and \$3,000 per control monument. Contractors must ensure their Subcontractors are aware of this clearance procedure and the potential restoration costs.

- E2.5 Where possible, amounts owed to the City in accordance with the above will be deducted from any Protection of survey infrastructure payments to be made by the City to the Contractor.

E3. PEDESTRIAN SAFETY AND TRAFFIC MANAGEMENT

- E3.1 Ambulance/Emergency vehicle access must be maintained at all times.
- E3.2 During the project, a temporary snow fence shall be installed around the excavation area. The Contractor shall be responsible for maintaining the snow fence in a proper Working condition. No measurement for payment shall be made for this Work.

E4. WATER USED BY CONTRACTOR

- E4.1 Further to CW 1120 the Contractor shall pay for all water used in accordance with the Waterworks By-law. Sewer charges will not be assessed for water obtained from a hydrant.

E5. SITE CONDITION

- E5.1 The Contractor shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.
- E5.2 Surface and sub-surface conditions shown on the Drawings and included herein are provided for general information and variations there from shall not affect the terms of the Contract.
- E5.3 The Contractor shall set all necessary control lines, benchmarks, survey, elevation stakes and layout in accordance with the individual Site conditions and in consultation with the Contract Administrator.

E6. EXISTING UNDERGROUND STRUCTURES

- E6.1 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.
- E6.2 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.
- E6.3 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface, shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.
- E6.4 All costs in connection with this item including location of the existing service, repairs to any existing services damaged by the construction operation, etc. shall be included in the unit prices bid for supply and installation of the items included under this Contract.
- E6.5 The Contractor will be required to make his own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith.
- E6.6 All necessary permits, fees and other like expenses as well as the cost of temporary connections to existing facilities shall be arranged and paid for by the Contractor.

E7. PRODUCT APPROVALS

- E7.1 The Contractor shall, following award, prepare a complete list of all material to be used on the project and submit the list to the Contract Administrator 72 hours prior to start of construction.
- E7.2 The Contractor shall only use material, which has been approved by Specification CW3710-R1 or by the Contract Administrator. The list shall give the product, the manufacturer and the supplier.
- E7.3 Other than required to be done by the Contractor under the Work of this contract, all necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing plant material, pavements, streets, roads, boulevard, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the Site of the Work. For all damage incurred thereto in the performance of the Work, the Contractor shall upon instructions from the Contractor Administrator and to the satisfaction of the City either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to, the City and the owners thereof and the costs of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and safe harmless the City from all claims made directly or indirectly against it in respect to any such damage.
- E7.4 All workmanship and materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator. The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of the Specifications.
- E7.5 The Contractor shall wholly be responsible for the supply, safe storage, and handling of all materials set forth in this specification, and the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given.

E8. DAMAGE TO STREETS AND STRUCTURES

- E8.1 The Contractor's attention is drawn to the following existing Site features to be retained and protected to the City of Winnipeg Standards:

- | | | |
|------------------|-------------------|--|
| a) trees, shrubs | e) light standard | i) hydro towers and poles |
| b) curbs | f) fire hydrants | j) catch basins |
| c) sidewalk | g) street signs | k) curb inlets |
| d) sod | h) signal poles | m) underground services including
land drainage sewer |

E9. PERMITS, NOTICES, LICENCES, CERTIFICATIONS, LAWS AND RULES

- E9.1 The Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- E9.2 The Contractor shall comply with all laws, ordinances, rules, and regulations that would relate to the Works.

E10. METAL WORKS

Description

- E10.1 The following list generally describes the scope of this section:
- (a) Removal and disposal of shrouds from light, banner, planter, and signal poles,

- (b) Repair bases of existing signal poles,
- (c) Repair existing bike loops,
- (d) Sand, clean, prime, and paint:
 - (i) Existing light, banner, planter, and traffic signal poles
 - (ii) Metal work on existing street furniture

Materials

- E10.2 Painting: Surface to be painted to be chemically cleaned and primed by approved method. All exposed metal surfaces to be painted by approved method. All cleaning, priming, and painting processes to be submitted to Contract Administrator for review and approval prior to installation. Contractor to touch up painted surfaces as required during warranty period. Paint colour to match existing.
- E10.3 All paint and primer to be manufactured for use on metal for exterior applications and be acceptable to the Contract Administrator.

Codes

- E10.4 The following codes to be met:
- (a) CAN/CSA-G164-M92 (R2003) Hot Dip Galvanizing
 - (b) CAN3-Z299.3-85 (R2003) Quality Assurance Program

Preparation

- E10.5 The Contractor is to remove from Site and dispose of shrouds from all existing pole bases.
- E10.6 The Contractor shall load and haul all removed material from the Site and dispose of these materials at a dump located by the Contractor and approved by the Contract Administrator. Any materials dropped or spilled on any streets during the hauling operations shall be promptly cleaned up at the expense of the Contractor, to the satisfaction of the Contract Administrator.
- E10.7 The Contractor is to remove metal work from the existing Site furniture and bike loops for repair off Site, if required, as determined by Contract Administrator on Site in conjunction with the Contractor.
- E10.8 Sawcut bolts for removed bike loops flush with sidewalk. Fill holes as required to City of Winnipeg Standards.
- E10.9 Light, banner and signal poles to be repaired on Site. All surfaces to be sanded and painted are to be chemically cleaned by an approved method and dried prior to working on surfaces.

Metal Work Repair and Sanding

- E10.10 Sand all rust from all poles level to the bottom bracket of the banner poles, approximately 4.25m height. Where large amounts of rust appear above this level notify Contract Administrator and remove rust areas. Additional rust removal is incidental to the unit prices bid in the contract. All metal work to be cleaned following sanding operations.
- E10.11 The Contractor is to repair bases of existing signal poles as per the drawings to the satisfaction of the Contract Administrator.
- E10.12 All large dents in Site furniture metal work are to be popped out using autobody repair methods. Fill all holes from dent removal operations prior to sanding or sand blasting.
- E10.13 Bike loop base plates to be straightened and rewelded as required to ensure plates are square to loops.

E10.14 Sand metal work and loops to remove all rust. Where rusting is extensive sandblasting may be used to remove all paint. Clean all metal following sanding.

E10.15 Prime all exposed metal prior to painting.

Sandblasting

E10.16 Sandblasting to be done only on materials removed from Site when hand sanding is not possible due to extent of rust to be removed. Sandblasting to be completed to all current standards.

E10.17 The surfaces shall be examined for oil or grease. All oil or grease must be completely removed and surfaces left perfectly clean before sandblasting can be done.

E10.18 Sandblasting shall be uniform with no depressions caused by blasting too long in one place.

E10.19 The compressed air used for sandblasting shall be free of oil and moisture.

E10.20 All surfaces not being blasted shall be protected from impingement of the abrasive grit.

E10.21 After blasting, surfaces shall be blown free of any dust or grit from sandblasting. Clean, dry air shall be used.

E10.22 In event of high humidity or contamination is occurred, poles shall be touch blasted to remove any rusted or turned surface before beginning the coating application.

E10.23 Care must be taken so that personnel do not touch the sandblasted surfaces prior to coating. Caution must also be observed to ensure that no foreign objects contact cleaned surfaces.

Galvanizing

E10.24 Metalwork to be hot-dipped galvanized after sandblasting. Galvanizing to be on both interior and exterior surfaces. Hop dip galvanizing is to be completed to all current standards.

Painting

E10.25 Clean all metal thoroughly and apply primer suitable to application to the satisfaction of the Contract Administrator.

E10.26 All metalwork shall be painted within 48 hours after galvanizing or on Site sanding.

E10.27 Paint shall match existing colour of item to be painted.

E10.28 Apply all materials under adequate illumination, spread evenly and flow on smoothly without runs or sags.

E10.29 All coats must be thoroughly dry before applying succeeding coats.

E10.30 All Work, where a coat of material has been applied, must be inspected and approved by the Contract Administrator before the application of the succeeding specified coat, otherwise no credit for the coat applied will be given, and the Contractor shall then assume the responsibility and recoat the Work in question. Report each coat applied to the Contract Administrator when completed for inspection and approved to comply with the above. If the Contractor is not in Winnipeg, the Contractor may supply digital photos via email of each step for review and approval.

Metal Work Reinstallation

E10.31 Contractor to notify Contract Administrator when all off Site metal work repair is complete for review and approval of components prior to delivery to Site. Any works delivered to Site that

have not been approved by the Contract Administrator may be rejected and will be redone at Contractor's own costs.

- E10.32 Reinstall metalwork on Site furniture. Contractor to use stainless steel fastenings.
- E10.33 Drill holes in sidewalk for bike loop bolts. Install stainless steel threaded rods with chemical anchors. Length of rod to be sufficient to thread base plates, washer and nut. Cut off any excess after installation. Use stainless steel locking nuts. Paint all exposed metal black.
- E10.34 Any damage to the refinished metal works, incurred during fabrication, delivery, installation etc., is to be repaired to the satisfaction of the Contract Administrator within three (3) working days of installation.

Method of Measurement

- E10.35 Removal and disposal of metal shrouds will be measured on a per unit basis. The number of each item to be paid for will be the total number placed in accordance with this Specification and accepted by the Contract Administrator, as computed by the Contract Administrator.
- E10.36 Repair bases of existing signal poles and repair existing bike loops will be measured on a per unit basis. The number of each item to be paid for will be the total number placed in accordance with this Specification and accepted by the Contract Administrator, as computed by the Contract Administrator.
- E10.37 Sand, clean, prime, and paint existing light, banner, and traffic signal poles and metalwork on existing street furniture will be measured on a per unit basis. The number of each item to be paid for will be the total number placed in accordance with this Specification and accepted by the Contract Administrator, as computed by the Contract Administrator.

Basis of Payment

- E10.38 Removal and disposal of metal shrouds will be paid for at the Contract Unit Price for each item, which price shall be payment in full for supply of all materials and performing all operations herein described and for all other items incidental to the Work included in this Specification.
- E10.39 Repair bases of existing signal poles and repair existing bike loops will be paid for at the Contract Unit Price for each item, which price shall be payment in full for supply of all materials and performing all operations herein described and for all other items incidental to the Work included in this Specification.
- E10.40 Sand, clean, prime, and paint existing light, banner, and traffic signal poles and metalwork on existing street furniture will be paid for at the Contract Unit Price for each item, which price shall be payment in full for supply of all materials and performing all operations herein described and for all other items incidental to the Work included in this Specification.

E11. PLASTIC SHROUDS

Description

- E11.1 This section shall specify the supply and installation of double walled hollow core plastic shrouds.

Delivery and Storage

- E11.2 Store units in a protected location, immediately upon arrival on the Site.
- E11.3 Remove from Site any units, which have been damaged during transportation and replace.

Products

E11.4 Double walled hollow core plastic shrouds as per Drawings to be supplied by:

Winnipeg Pattern and Model Work Ltd
442 Higgins Ave
Winnipeg, MB
Contact: Corey Burns
T: (204) 942-8387
F: (204) 947-0562

Design / Shop Drawings

- E11.5 The Contractor shall submit stamped engineer's drawings for review and approval within three (3) Business Days of a request of the Contract Administrator. Engineer's drawings shall show all details of construction and fastenings for erections and shall be as specified or approved in accordance with B6.
- E11.6 The Contractor shall submit full colour design drawings of sign faces and sign boxes including materials, lighting components, locking mechanisms, struts, connections and fastenings for review and approval within three (3) Business Days of a request of the Contract Administrator.
- E11.7 A full size paper mock up of the signs is to be provided by manufacturer prior to construction for review and approval by the Contract Administrator.

Installation

- E11.8 Plastic Shrouds shall be installed in locations indicated on the Construction Drawings.
- E11.9 All Plastic Shrouds shall be set level.
- E11.10 All plastic shrouds shall be installed as per manufacturer's recommendations.

Protection after Completion

- E11.11 Protect and maintain Site furnishings, including accessories, until acceptance of project Work.
- E11.12 Immediately remove from Site, damaged furnishing and accessories. Replace, repair, re-finish, or otherwise make good to approval of Contract Administrator.

Method of Measurement

- E11.13 Plastic Shrouds will be measured on a unit basis. The number of each item to be paid for will be the total number placed in accordance with this Specification and accepted by the Contract Administrator, as computed by the Contract Administrator.

Basis of Payment

- E11.14 Plastic Shrouds will be paid for at the Contract Unit Price for each item, which price shall be payment in full for supply of all materials and performing all operations herein described and for all other items incidental to the Work included in this Specification.

E12. SITE CLEAN UP

- E12.1 The Contractor shall upon the completion of Work each day, load and dispose of all excess asphalt cuttings, spoiled concrete, reinforcing steel, granular and other material associated with the Works from the Work Site.

- E12.2 The Contractor shall secure or remove all of his machinery and equipment at the end of each day from the immediate Work Site.
- E12.3 The Contractor will not be permitted to store machinery, equipment, or materials on public roads overnight.
- E12.4 Any costs in connection with the above mentioned Works are incidental to the unit prices bid on this project.