



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 74-2006**

**2006 OUTFALL INSPECTIONS**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 2006 OUTFALL INSPECTIONS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 14, 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 site investigations should be performed prior to bidding to assess any restrictions to site access.

### **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 shortly before submitting his Bid.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 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 B15.

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;
- (c) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft.

B7.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.

B7.3 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.

B7.3.1 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.

B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.5 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 12 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.
- B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- 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.
- B9.1.1 Notwithstanding GC.12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- 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. BID SECURITY**

- B11.1 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.
- B11.1.1 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.
- B11.2 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.
- B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B11.3 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.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B12.1 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.



- B12.1.1 Bidders or their representatives may attend.
- B12.1.2 Bid Submissions determined by the Manager of Materials, or his designate, to not include the bid security specified in B11 will not be read out.
- B12.2 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>.
- B12.3 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>.
- B12.4 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.

**B13. IRREVOCABLE BID**

- B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

**B14. WITHDRAWAL OF BIDS**

- B14.1 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.
- B14.1.1 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.
- B14.1.2 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 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 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 12 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to

all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

## **B15. EVALUATION OF BIDS**

B15.1 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.

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(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.

B15.4 Further to B 15.1(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 adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting the sum of the quantities multiplied by the unit prices shown on Form B: Prices for items A40 backwards to A2 until a Total Bid Price within the budgetary provision is achieved.

B15.4.1 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.

## **B16. AWARD OF CONTRACT**

B16.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, 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.

**B16.3** 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.

## **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 video inspection of outfalls and outfall cleaning.
- D2.2 The number of outfalls to be inspected will be based on the City's budget for outfall inspection, and will be determined by the Contract Administrator.
- D2.3 Should sufficient funds exist, the following list indicates all the outfalls to be inspected. The components of the Work are as follows :
- (a) Stormont Dr (RR-8).
    - ◆ Televising the existing 37.5m-400mm-CMP pipe.
  - (b) Plaza Dr. (RR-22)
    - ◆ Televising the existing 51.0m-2400mm-PCP and 12.0m-2400mm-CMP pipe
  - (c) Rivera Cres. Outfall (RR-23)
    - ◆ Televising the existing 77.0m-1800mm-PCP and 4.0m-2000mm-CMP pipe
  - (d) Crane Av. #2 (RR-27)
    - ◆ Televising the existing 87.2m-900mm-PCP pipe
  - (e) Lotus Lane (RR-30)
    - ◆ Televising the existing 183.4m-600mm-PCP and 108.1m-600mm-CMP pipe
  - (f) Oakcrest Pl. (RR-34)
    - ◆ Televising the existing 38.8m-375mm-PCP pipe.
  - (g) Kingston Row Underpass (RR-40)
    - ◆ Televising the existing 27.6m-600mm-PCP and 15.0m-750mm-CMP pipe.
  - (h) Churchill Dr. Underpass (RR-41)

- ◆ Televising the existing 39.4m-800mm-CMP pipe.
- (i) Baltimore St. FPS (RR-45)
  - ◆ Televising the existing 28.5m-1300mm-PCP and 12.5m-1800mm-CMP pipe.
- (j) Metcalfe Pl. (RR-46)
  - ◆ Televising the existing 23.5m-2000mm-PCP and 16.1m-2000mm-CMP pipe
- (k) Rue La Verendrye (RR-59)
  - ◆ Televising the existing 24.0m-1200mm-PCP and 6.10m-1200mm-CMP pipe.
- (l) Red River Blvd (RR-104)
  - ◆ Televising the existing 347.5m-750mm-PCP and 31.0m-750mm-CMP pipe.
- (m) Henderson Hwy. (private) (RR-105)
  - ◆ Televising the existing 50.3-600mm- CMP pipe.
- (n) Ridgedale Cres. (AS-27)
  - ◆ Televising the existing 73.7m-450mm-CMP and 33.5m-450mm-CMP pipe.
- (o) Olive St. #1 (AS-33)
  - ◆ Televising the existing 53.0m-750mm-PCP pipe.
- (p) Vialoux Dr. Cul-de-Sac (AS-38)
  - ◆ Televising the existing 64.4m-750mm-PCP and 27.1m-750mm-CMP pipe
- (q) Chataway Blvd. (AS-60)
  - ◆ Televising the existing 51.7m-900mm-CMP pipe.
- (r) Parkside Dr. (AS-62)
  - ◆ Televising the existing 61.5m-750mm-PCP and 78.5m-750mm-PCP pipe.
- (s) Riverbend Cres. (AS-63)
  - ◆ Televising the existing 26.3m-2340mm-PCP and 10.0m-2210mm-CMP pipe.
- (t) Wellington Cres. #1 (AS-64)
  - ◆ Televising the existing 57.5m-300mm-PCP pipe.
- (u) Route 90 Bridge (AS-67A)
  - ◆ Televising the existing 16.0m-450mm-CMP pipe.
- (v) Empress Street #1 (AS-70)
  - ◆ Televising the existing 57.1m-300mm-CMP pipe.
- (w) Clifton St. (AS-75)
  - ◆ Televising the existing 26.5m-2300mm-CMP pipe
- (x) Elm St. (AS-78)
  - ◆ Televising the existing 118.9-750mm-PCP and 4.8m-762mm-CMP pipe.
- (y) Cornish Av. FPS (AS-86)
  - ◆ Televising the existing 12.7m-1600mm-CMP pipe.

- (z) Cornish Av. (AS-88)
  - ◆ Televising the existing 18.5m-1500mm-CMP pipe.
- (aa) Delbrook Cres. #1 (BU-6)
  - ◆ Televising the existing 17.0-400mm-CMP pipe.
- (bb) Mclvor Av. (BU-12)
  - ◆ Televising the existing 10.4m-400mm-CMP pipe.
- (cc) Raleigh St. #1 (BU-13)
  - ◆ Televising the existing 18.8m-400mm-CMP pipe.
- (dd) Raglan Rd. (OM-1)
  - ◆ Televising the existing 134.1m-400mm-CMP pipe.
- (ee) Empress St. #1 (OM-3)
  - ◆ Televising the existing 70.1m-750mm-PCP and 6.6m-750mm-CMP pipe
- (ff) Velodrome #1 (OM-4)
  - ◆ Televising the existing 6.1m-380mm-CMP Pipe
- (gg) Rue Laverendrye (SE-2)
  - ◆ Televising the existing 39.0m-525mm-PCP and 9.9m-600mm-CMP pipe
- (hh) Rue Notre Dame W (SE-4)
  - ◆ Televising the existing 74.3m-1200mm-PCP and 9.2m-1220mm-CMP pipe
- (ii) Evans Av. (SE-27)
  - ◆ Televising the existing 14.4m-1050mm-PCP and 16.0m-1067mm-CMP pipe
- (jj) Rue Archibald (SE-34)
  - ◆ Televising the existing 90.0m-2700mm-PCP and 5.0m-2700mm-CMP pipe
- (kk) Fermor Av. (SE-37)
  - ◆ Televising the existing 14.9-600mm-CMP pipe
- (ll) Amarynth Cres. #2 (ST-12)
  - ◆ Televising the existing 54.4m-450mm-PCP and 4.9m-400mm-CMP pipe
- (mm) Harvest Lane (SR-17)
  - ◆ Televising the existing 46.4m-525mm-PCP and 6.5m-400mm-PCP pipe

### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is KGS Group, represented by:

Roy Houston, P.Eng.  
Manager of Civil/Municipal Services  
3<sup>rd</sup> Floor- 865 Waverley Street

Telephone No. (204) 896-1209  
Facsimile No. (204) 896-0754

D3.2 At the pre-construction meeting, Roy Houston 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

#### **D6. FURNISHING OF DOCUMENTS**

- D6.1 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**

#### **D7. INSURANCE**

- D7.1 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.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 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 the date specified in GC:4.1 for the return of the executed Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **D8. PERFORMANCE SECURITY**

D8.1 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.

D8.1.1 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.

D8.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B11.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

## **SCHEDULE OF WORK**

### **D9. COMMENCEMENT**

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

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 D7;
  - (iv) the performance security specified in D8.
- (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 letter of intent.

#### **D10. SUBSTANTIAL PERFORMANCE**

D10.1 The Contractor shall achieve Substantial Performance by March 24, 2006.

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 by March 31, 2006.

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

D12.1 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).

**FORM H1: PERFORMANCE BOND**  
(See D8)

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. 74-2006

2006 OUTFALL INSPECTIONS

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 D8)

\_\_\_\_\_  
(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. 74-2006  
2006 OUTFALL INSPECTIONS

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.
- E1.1.1 *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>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 Sketches showing the locations of the 40 outfall pipes are attached to this bid.

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
74-2006_Drawing_SK-A1-R0	Outfall Site Locations Along The Red River
74-2006_Drawing_SK-A2-R0	Outfall Site Locations Along The Red River
74-2006_Drawing_SK-A3-R0	Outfall Site Locations Along The Assiniboine River
74-2006_Drawing_SK-A4-R0	Outfall Site Locations Along The Assiniboine River
74-2006_Drawing_SK-A5-R0	Outfall Site Locations Along Bunn's Creek, Omans Creek & the Seine River
74-2006_Drawing_SK-A6-R0	Outfall Site Locations Along Sturgeon Creek
74-2006_Drawing_SK-01-R0	Stormont Dr. At Red River
74-2006_Drawing_SK-02-R0	Plaza Dr. At Red River
74-2006_Drawing_SK-03-R0	Rivera Cr. At Red River
74-2006_Drawing_SK-04-R0	Crane Ave. At Red River
74-2006_Drawing_SK-05-R0	Lotus Lane At Red River
74-2006_Drawing_SK-06-R0	Oakcrest Pl. At Red River
74-2006_Drawing_SK-07-R0	Kingston Row U/P At Red River
74-2006_Drawing_SK-08-R0	Churchill Dr. U/P At Red River
74-2006_Drawing_SK-09-R0	Baltimore Rd At Red River
74-2006_Drawing_SK-10-R0	Metcalfe Pl. At Red River
74-2006_Drawing_SK-11-R0	Rue La Verendrye At Red River
74-2006_Drawing_SK-12-R0	Red River Blvd. At Red River
74-2006_Drawing_SK-13-R0	Henderson Hwy. At Red River
74-2006_Drawing_SK-14-R0	Ridgeale Cr. At Assiniboine River
74-2006_Drawing_SK-15-R0	Olive St. At Assiniboine River
74-2006_Drawing_SK-16-R0	Vialoux Dr. At Assiniboine River
74-2006_Drawing_SK-17-R0	Chataway Blvd. At Assiniboine R.
74-2006_Drawing_SK-18-R0	Parkside Dr. At Assiniboine R.
74-2006_Drawing_SK-19-R0	Riverbend Cr. At Assiniboine R.
74-2006_Drawing_SK-20-R0	Wellington Cres. At Assiniboine R.
74-2006_Drawing_SK-21-R0	Route 90 Bridge At Assiniboine R.
74-2006_Drawing_SK-22-R0	Empress St. At Assiniboine R.
74-2006_Drawing_SK-23-R0	Clifton St. at Assiniboine R.
74-2006_Drawing_SK-24-R0	Elm St. At Assiniboine R.
74-2006_Drawing_SK-25-R0	Cornish Ave. At Assiniboine R.
74-2006_Drawing_SK-26-R0	Cornish Ave. At Assiniboine R.
74-2006_Drawing_SK-27-R0	Delbrook Cr. At Bunn's Creek
74-2006_Drawing_SK-28-R0	Mclvor Ave. At Bunn's Creek

74-2006_Drawing_SK-29-R0	Raleigh St. At Bunn's Creek
74-2006_Drawing_SK-30-R0	Reglan Rd. At Omand's Creek
74-2006_Drawing_SK-31-R0	Empress St. At Omand's Creek
74-2006_Drawing_SK-32-R0	Velodrome At Omand's Creek
74-2006_Drawing_SK-33-R0	Rue La Verendrye At Seine R.
74-2006_Drawing_SK-34-R0	Rue Notre Dame W. At Seine R.
74-2006_Drawing_SK-35-R0	Evans St. At Seine R.
74-2006_Drawing_SK-36-R0	Rue Archibald At Seine R.
74-2006_Drawing_SK-37-R0	Fermor Ave. At Seine R.
74-2006_Drawing_SK-38-R0	Amarynth Cr. At Sturgeon Cr.
74-2006_Drawing_SK-39-R0	Harvest Lane At Sturgeon Cr.

## GENERAL REQUIREMENTS

### E2. SEWER CLEANING

#### E2.1 Description

- (a) This Specification shall amend and supplement Standard Specifications CW 2140.
- (b) A limited amount of sewer cleaning has been included in the Contract due to the unpredictable conditions of the outfalls. The length of time spent on sewer cleaning for any one pipe shall be at the discretion of the Contract Administrator.

#### E2.3 Construction Methods

- (a) Advise the Contract Administrator immediately when pipe material or backfill material is observed during the cleaning of a sewer. The Contract Administrator will direct one of the following operations be performed.
  - (i) Complete or attempt to complete cleaning of the sewer.
  - (ii) Suspend cleaning operations and inspect the sewer.
  - (iii) Simultaneously clean and inspect the sewer

#### E2.4 Measurement and Payment

##### E2.4.1 Amend Section 4.1 of Specification CW 2140 to read:

- (a) Sewer Cleaning will be measured on a time basis and paid for at the Contract Unit Price for "Sewer Cleaning". The time to be paid will be the total number of hours of sewer cleaned in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) Sewer Cleaning shall include all water supply costs, permits (D.F.O. or otherwise), cleaning, reverse set-up cleaning, dumping, travel time, tipping fees, units, flow control and what ever may be required for the cleaning of the outfall pipe.
- (c) 75% of the payment will be made upon satisfactory completion of the cleaning work. The remaining 25% of the payment will be made upon final acceptance of the sewer cleaning as determined by the review of the corresponding video inspection.

##### E2.4.2 Delete sections 4.3, 4.7 and 4.8 of specification 2140.

### E3. SEWER INSPECTION

#### E3.1 Description

E3.1.1 This Specification shall amend and supplement Standard Specifications CW 2145.

E3.1.2 This Specification covers inspection of sewers and manholes using internal video equipment for the purposes of assessing thoroughness of cleaning, observing and



recording structural and service defects and construction features and to verify new sewer construction prior to acceptance.

### E3.3 Construction Methods

#### E3.3.1 Sewer Condition Coding

(a) Concrete and Clay Pipes

Concrete and clay pipes shall be coded according to the Standard Specifications CW 2145.

(b) CSP/CMP Pipes

(i) CSP/CMP pipes shall be coded using the Inspection Form

(ii) Deformations shall be measured and recorded for pipes with 1200mm diameter or greater.

### E3.4 Measurement and Payment

#### E3.4.1 Amend Section 4.4 of specification 2145 to read:

(a) Sewer Inspection or reverse set up-inspection will be measured on a lump sum basis for each size and type of sewer and paid for at the Contract Unit Price for "Sewer inspection".

(b) Payment will not be made until the required report submissions are accepted by the Contract Administrator.

#### E3.4.2 Delete Section 4.6 of Specification 2145.