



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 845-2012

NEWPCC GROUNDING UPGRADES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 NEWPCC GROUNDING UPGRADES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 28, 2012.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site from 9:30 on November 14, 2012 to provide Bidders access to the Site.

B3.2 Bidders must be at the front entrance of the NEWPCC facility at 9:30 am sharp to obtain access

B3.3 Bidders attending the Site Investigation must wear CSA approved safety footwear, a hard hat, and safety glasses while in the process areas of the Site.

B3.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least 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/her 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/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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/her 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/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.4.2 All signatures shall be original.

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

B9. PRICES

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

B9.1.1 Notwithstanding C12.2.3(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.

B9.4 The Bidder shall state a labour rate for Form B, Item 6, for additional unforeseen labour. The rate shall be inclusive of:

- (a) Any potential overtime that may be required, other than specifically required night-time work due to City's operational requirements.
- (b) Additional general requirements including mobilization, safety, ventilation, hoisting equipment, etc.

B9.5 The maximum permissible labour rates for unforeseen work are shown on Form B.

B9.5.1 In the event that the labour rate indicated on Form B, is greater than the specified maximum rate, the maximum rate will be utilized for the purpose of bid evaluation and payment.

- B9.6 The labour rates and specified material mark-up factor specified shall apply to all additional work, including additional work covered under Contract Change Orders.
- B9.7 Escalation shall not apply to the labour rates.
- B9.8 Form B, Item 7 is an allowance for additional material that may be required due to unforeseen changes to the work. Prices for material shall be based upon mark-ups as defined in E9.
- B9.9 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) be normally engaged in and fully competent in electrical and instrumentation works of a similar nature and employ qualified journeyman familiar with the equipment and devices being installed.
- B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .
- B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

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

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

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

B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

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

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

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

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

B14. EVALUATION OF BIDS

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

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

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

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

B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B15. AWARD OF CONTRACT

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

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

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

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

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of grounding upgrades to the NEWPCC facility.

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

- (a) Installation of new grounding electrodes and ground bus bars at specified locations within the facility.
- (b) Installation of new grounding conductors within the facility.
- (c) Restoration of landscaping disturbed by the construction.
- (d) Testing of ground system after work is completed.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**NEWPCC**" means North End Water Pollution Control Centre;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is SNC Lavalin Inc., represented by:

Tim Church
Electrical Engineer
148 Nature Park Way
Winnipeg, Manitoba R3P 0X7

Telephone No. 204 786-8080

Facsimile No. 204 786-7934

D4.2 At the pre-construction meeting, Tim Church will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B7.5.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D4.1.
- D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174
- D6.4 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 facsimile number:
The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

- D10.1 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.
- D10.1.1 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.
- D10.2 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.

D11. DETAILED WORK SCHEDULE

- D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work based on the C.P.M. schedule acceptable to the Contract Administrator.
- D11.3 Further to D11.2, the Gantt chart shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- (a) Commencement
 - (b) Start of Construction
 - (c) Work in each Process Area, and outdoor electrodes
 - (d) End of Construction
 - (e) Substantial Performance
 - (f) Testing/Total Performance
 - (g) Warranty Period

- D11.4 The Contractor shall provide regular schedule updates to the Contract Administrator, at intervals no longer than one month.
- D11.5 Upon acceptance by the Contract Administrator, the Contractor shall distribute copies of the Detailed Work Schedule (original and any subsequent revisions) to Subcontractors and other concerned parties.
- D11.6 The Work Schedule shall be updated by the Contractor as the work requires and submitted to the Contract Administrator.
- D11.7 The Contractor shall instruct recipients to report to the Contractor immediately any problems anticipated by the timetable shown in the Work Schedule.
- D11.8 While it is intended that the Contractor shall be allowed, in general, to carry on the Contract in accordance with such general plans as may appear to him to be most desirable, the Contract Administrator, at his discretion, may direct the order in which, and points at which, the work shall be undertaken.
- D11.9 This control shall be exercised in the interests of the City so that the work or other Contractors who may be working on the site may be coordinated with the work on this Contract. A program of work will be drawn up and agreed to before the commencement of the Contract.
- D11.10 The Contractor shall be familiar with all other Contract Work Schedules as contracted by the City with other Contractors and the critical path of the Project Master Schedule.

D12. SECURITY CLEARANCE

- D12.1 Read and complete security clearances as outlined in Appendix A

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10; and
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D13.3 The Contractor shall commence the Work on the Site within twenty (20) Working Days of receipt of the Purchase Order.
- D13.4 The City intends to award this Contract by December 28, 2012.
- D13.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance by May 24, 2013.

D14.2 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.

D14.3 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.

D15. TOTAL PERFORMANCE

D15.1 The Contractor shall achieve Total Performance by June 21, 2013.

D15.2 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.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – five hundred dollars (\$500);
- (b) Total Performance – one hundred dollars (\$100).

D16.2 The amounts specified for liquidated damages in D16.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. JOB MEETINGS

D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D18.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D19. PAYMENT

D19.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D20. PAYMENT SCHEDULE

D20.1 Further to C12, payment shall be in accordance with the following payment schedule:

- (a) A maximum of 25% of Form B, Item 1 or 2.5% of the Total Bid Price, whichever is less, may be submitted for progress payment upon mobilization as per E2.1. In the event that 2.5% of the Total Bid Price is less than 25% of Form B, Item 1, the remaining amount will be paid out upon Substantial Performance.
- (b) A maximum of 15% of Form B, Item 1 or 1.5% of the Total Bid Price, whichever is less, may be submitted for progress payment upon provision of a detailed work schedule. In the event that 1.5% of the Total Bid Price is less than 15% of Form B, Item 1, the remaining amount will be paid out upon Substantial Performance.
- (c) A maximum of 15% of Form B, Item 1 or 1.5% of the Total Bid Price, whichever is less, may be submitted for progress payment upon provision of a detailed work schedule updates. In the event that 1.5% of the Total Bid Price is less than 15% of Form B, Item 1, the remaining amount will be paid out upon Substantial Performance.
- (d) A maximum of 95% of Form B, Item 1 will be paid out upon Substantial Performance. The remaining 5% will be paid out upon Total Performance.
- (e) A maximum of 95% of Form B, Item 2 through Item 5 may be submitted for progress payments prior to the total completion of the associated services. The remaining 5% will be paid out upon total completion all of the associated work, including the required O&M Manual or other associated documentation.

WARRANTY

D21. WARRANTY

D21.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 845-2012

NEWPCC GROUNDING UPGRADES

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 845-2012
NEWPCC GROUNDING UPGRADES

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
01 33 00	Submittal Procedures
01 42 00	References
01 45 00	Quality Control
01 51 00	Temporary Utilities
01 52 00	Construction Facilities
01 56 00	Temporary Barriers and Enclosures
01 61 00	Common Product Requirements
01 73 03	Execution Requirements
01 74 11	Cleaning
01 78 00	Closeout Submittals
26 05 01	Common Work Results – Electrical
26 05 21	Wires and Cables (0-1000 V)
26 05 22	Connectors and Terminations
26 05 28	Grounding – Secondary
26 05 29	Hangers and Supports for Electrical Systems
26 05 34	Conduits, Conduit Fastenings and Conduit Fittings

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Cover Sheet
1-0101A-E0010	Installation Details – Grounding
1-0101A-E0011-001	Site Plan – Grounding Conductor Routing
1-0101A-E0011-002	Site Plan – Grounding Conductor Routing
1-0101A-E0011-003	Site Plan – Grounding Conductor Routing
1-0101A-E0011-004	Site Plan – Grounding Conductor Routing
1-0101A-E0011-005	Site Plan – Grounding Conductor Routing
1-0101A-E0011-006	Site Plan – Grounding Conductor Routing
1-0101A-E0011-007	Site Plan – Grounding Conductor Routing
1-0101A-E0011-008	Site Plan – Grounding Conductor Routing
1-0101D-E0009	Plan Layout – Digester West Electrical Room
1-0101D-E0010	Plan Layout – Digester East Electrical Room
1-0101G-E0004	Plan Layout – Grit Building Electrical Room
1-0101M-E0015	Plan Layout – Main Building Electrical Room
1-0101P-E0045	Plan Layout – Primary Clarifier Building
1-0101R-E0013	Plan Layout – Oxygen Reactor Electrical Room
1-0101S-E0004	Plan Layout – Blower Building Electrical Room
1-0101S-E0005	Plan Layout – Fan House
1-0101W-E0006	Plan Layout – Dewatering Building Electrical Room

<u>Filename.</u>	<u>Document Code</u>	<u>Document Name/Title</u>
545-2012_FOP_Test_Form	113312-0000-47RA-0001	Fall of Potential Test Form

E2. DETAILED SCOPE OF WORK

The Detailed Scope of Work includes, but is not limited to the following:

E2.1 General Requirements

- (a) Include the following items in the price for General Requirements:
 - (i) Mobilization;
 - (ii) Demobilization;
 - (iii) Insurance; and
 - (iv) Bonding.
- (b) The Contractor is eligible for payment of mobilization services (as per D20) when the Contract Administrator is satisfied that:
 - (i) The Contractor has met all the Commencement requirements specified D13.
 - (ii) The contractor has mobilized equipment and substantially initiated work on Site.

E2.2 Grounding Electrode Upgrades

- (a) Provide grounding electrode, grounding busbar and additional ground connections as shown on the drawings for the following:
 - (i) Digester East Electrical Room
 - (ii) Digester West Electrical Room
 - (iii) Main Building Electrical Room
 - (iv) Primary Clarifier Building
 - (v) Oxygen Reactor Electrical Room
 - (vi) Blower Building Electrical Room
 - (vii) Fan House
 - (viii) Dewatering Building
- (b) Provide additional ground connections in the Grit Electrical Room

E2.3 Facility Ground Conductor Upgrades

- (a) Provide new ground conductors within the NEWPCC facility as shown on the drawings.
- (b) Provide ground conductors between incoming piping and the plant ground grid.
- (c) Provide ground conductors between existing plant stack electrodes and new ground electrodes.

E2.4 Surface Restoration

- (a) Restore all existing surface areas disturbed by construction activities including but not limited to; excavation, operation of construction equipment, and where construction materials were stockpiled, shall be restored as follows:
 - (i) Grassed areas: sodding using imported topsoil in accordance with CW 3510.
 - (ii) Gravel surfaces: in accordance with CW 3150.
 - (iii) Asphalt surfaces: match existing base course and asphalt thickness or provide a minimum of 150 millimetres of base course and 75 millimetres of Type 1A Asphaltic concrete whichever is greater, in accordance with CW 3410.
 - (iv) Pavement slabs in accordance with CW 3310.
 - (v) Miscellaneous concrete slabs (median slab, sidewalk, bullnose: in accordance with CW3235
 - (vi) Concrete curb and gutter: in accordance with CW 3240.

- (vii) Interlocking pavement stones: CW 3330.

E2.5 Testing

- (a) Conduct two (2) fall-of-potential tests for the NEWPCC ground grid in accordance with IEEE Standard 81.
- (b) Complete the provided fall-of-potential test form.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E4. SPECIFIC REQUIREMENTS

- E4.1 The Contractor shall provide all materials, fabrications, finishes, temporary installation, documentation, shop drawings, means and methods necessary to fully install all of the new works identified on the contract drawings in a safe manner, fit-for-purpose intended. The description of work provided herein is intended to be a general description of work activities, and is not intended to be an exhaustive listing of all tasks necessary to complete the scope of installations given on the drawings or specifications.
- E4.2 Exercise care where cutting holes in existing concrete elements so as not to damage existing reinforcing.
 - (a) For reinforced concrete floors, locate existing reinforcing utilizing a reinforcing bar locator and mark out on the surface of the concrete prior to cutting.
 - (i) Mark the location of the proposed hole and all adjacent rebar.
 - (ii) Obtain approval from the Contract Administrator prior to cutting.
- E4.3 The Contractor shall exercise care where installing anchors into existing concrete elements so as not to damage existing reinforcing. All anchors shall be installed utilizing carbide tip drill bits. The existing reinforcing shall be located utilizing a reinforcing bar locator and marked out on the surface of the concrete. The drill holes shall be advanced to the required depth for installation of the anchors. Should reinforcement be encountered while drilling, terminate the hole and reposition to clear the reinforcement. Do not use core bits that can easily intercept and damage/cut the reinforcing during drilling.
- E4.4 The Contractor shall abide by the Arc Flash PPE requirements of CSA-Z462, Workplace Electrical Safety, and the arc flash labels on existing facility equipment.
- E4.5 All routing of grounding conductors is to be approved by the Contract Administrator prior to installation.

E5. LOCATION AND ACCESS TO FACILITIES

- E5.1 The Work specified hereinafter will take place at the NEWPCC, located at 2230 Main Street Winnipeg, MB.
- E5.2 Access to the facility will be between 7:45 am and 3:45 pm, Monday to Friday.
- E5.3 Inform the Contract Administrator at least 24 hours in advance where the Contractor intends to carry out Work outside normal working hours. Do not initiate work outside normal working hours without the Contract Administrator's approval except when the Work is unavoidable or absolutely necessary for:
 - (a) Preventing injury to any person or saving the life of any person; or

- (b) Preventing damage to property where the circumstances placing the property in danger could not reasonably have been foreseen and where the immediate carrying out of such Work is necessary in order to prevent damage to that property; in which case the Contractor shall immediately advise the Contract Administrator in writing that such Work outside the normal working hours is necessary and of the reasons for this. He shall also state the nature and extent of Work to be carried out.

E5.4 Coordinate activities with City personnel and any other contractors that may be working concurrently on the Site.

E5.5 Additional details and requirements regarding facility access will be provided to the Contractor. The Contractor must comply with all City policies set forth in this document, and detailed instructions provided after the Work is awarded.

E6. TEMPORARY USE OF CITY EQUIPMENT

E6.1 City facilities, systems and equipment shall not be used during construction without the Contract Administrator's written permission. The Contract Administrator reserves the right to withdraw said permission if, in his opinion, proper care and maintenance are not provided.

E7. FACILITY OPERATION REQUIREMENTS

E7.1 The facilities related to the Work are critical to the treatment of wastewater for the City of Winnipeg. Under no condition shall equipment or power be shut down without prior permission of the Contract Administrator. Similarly, coordination and approval are required prior to returning the equipment back into service. The Contractor is responsible for preparing shutdown schedules in conjunction with the Contract Administrator and the City. The Contractor shall work within the schedule and any procedures given, and shall advise the Contract Administrator of any issues or concerns, prior to performing the Work.

E7.2 The Work shall be scheduled and performed such that there is minimal disturbance to NEWPCC plant operation.

E7.3 Hot work shall end no less than one (1) hour prior to end of shift and area inspected prior to daily departure by the Contractor's site supervisor and / or tradesman.

E7.4 All switchgear shutdown requirements require 5 days notice. Coordinate the work to minimize the amount of time that equipment shutdown will be required. In addition, the Contractor shall be flexible to work around specific City operational requirements. Specific requirements that the Contractor is required to adhere to include:

- (a) All equipment will be isolated by City personnel.
- (b) Any electrical shutdowns affecting more than one branch circuit must be less than two hours in duration. Any longer shutdown which may be required must be coordinated with the Contract Administrator.
- (c) In case of accidental equipment shutdown, the Contractor must notify NEWPCC staff immediately for their corrective action. Under no circumstances shall the Contractor start or restart equipment.
- (d) Other process and safety requirements, as identified by the City or Contract Administrator.

E7.5 It is possible that equipment failure within the NEWPCC, or another unforeseen condition, could cause an event where construction must be stopped immediately and equipment brought back online. The City, upon their sole discretion, may delay or stop the Work at any time, require the Contractor to return all or equipment into service as soon as possible, and reschedule the Work.

E8. SECURITY

E8.1 The Contractor is responsible for all materials and equipment stored on the Site.

E8.2 Follow the City's procedures regarding facility entrance and exit.

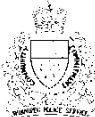
E9. ADDITIONAL WORK

- E9.1 Additional work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:
- (a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.
 - (b) Other issues that occur on site, which require significant Contractor time to address.
- E9.2 Additional services will not be initiated for:
- (a) Reasons of lack of performance or errors in execution.
 - (b) Scheduling changes initiated by the City, where at least 24 hours notice is given prior to the Contractor's scheduled time to be on site.
- E9.3 Should it be determined that additional material or services are required, the Contract Administrator shall approve the work, prior to commencement of the additional work.
- E9.4 The Contract Administrator may also request a written quotation for the additional work. For any work, where a written quotation is provided, and subsequently authorized, the valuation of the work shall be as per the quotation, regardless of the actual cost to the Contractor.
- (a) Quotations shall indicate the labour hours and base cost of material, as well as mark-up factors.
 - (b) Labour Rates shall correspond to Form B, unless specifically authorized by the Contract Administrator.
 - (c) Material Mark-up Factors shall be consistent with E9.5.
- E9.5 Material Mark-up Factors
- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
 - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on site, unless otherwise determined by the Contract Administrator.
- E9.5.1 Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
- E9.5.2 Where a Subcontractor is supplying the material, the total mark-up on the material, including all Subcontractors and the Contractor is limited to twenty-five percent (25%), including the Contractor and all Subcontractors' mark-ups.
- E9.5.3 Where the Contractor's immediate Subcontractor is supplying the material:
- (a) The Subcontractor's mark-up on the material is limited to fifteen percent (15%).
 - (b) The Contractor's mark-up on the material is limited to ten percent (10%).
- E9.5.4 A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
- (a) No Third-Level Subcontractors on this project are approved for additional mark-up.
 - (b) In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

APPENDIX A – SECURITY CLEARANCE

1. SECURITY CLEARANCE

- 1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. This can be obtained from one of the following;
 - (c) police service having jurisdiction at his/her place of residence; or
 - (d) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (e) Core of Commissionaires, forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- 1.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- 1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- 1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- 1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.



**WINNIPEG POLICE SERVICE
 SECURITY CLEARANCE CHECK
 SERVICES – DIVISION 30**

NAME, TELEPHONE NUMBER AND BUSINESS ADDRESS OF EMPLOYER

NAME, TELEPHONE NUMBER OF CITY CONTACT PERSON IN CHARGE OF THE PROJECT REQUIRING THE SECURITY CLEARANCE CHECKS.

NATURE & LOCATION OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:
 NEWPCC GROUNDING UPGRADES
 CONTRACT ADMINISTRATOR: ^

WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION

EMPLOYEE INFORMATION

LAST NAME: _____ GIVEN NAMES: _____

BIRTH NAME OR OTHER NAME(S) USED: _____
(if different from above)

MALE FEMALE

DATE OF BIRTH: _____
 Y M D

BIRTH PLACE: _____

ADDRESS: _____ CITY: _____ PROVINCE: _____

POSTAL CODE: _____ RESIDENTIAL PHONE: _____

AUTHORIZATION

I, _____ hereby consent to the Winnipeg Police Service collecting my personal information from any public body, person, employer, or government institution for the purposes of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy of facsimile thereof, is my consent to any public body, person, employer or government institution to release true copies of any records containing my personal information to the Winnipeg Police Service. (Security clearance checks expire after a period of one year).

 Signature of Witness

 Signature of Applicant

This personal information will be collected pursuant to *The Freedom of Information and Protection of Privacy Act* C.C.S. M.cF175 _____ (title, name, phone number of person who) can answer questions about the collection of this information.

 Date

WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY

RESULT OF CHECK:

_____ NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

_____ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

_____ A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

PROCESSED BY: _____
 Clerk WPS#

 Date