



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 611-2008

**CUTTING, PINNING AND REPLACEMENT OF THE MILITARY MONUMENTS AT
THE BROOKSIDE FIELD OF HONOUR**

The scope of the work contained in this bid document forms one element of a major refurbishment project in the Brookside Cemetery Field of Honour. The refurbishment project consists of four elements of work as follows:

Element One

The removal of existing military monuments, the breaking out and disposal of existing concrete beams or the re-leveling of existing in place leveling pads, the reinstallation of the monuments and landscaping of surrounding grounds.

To be completed by the City Cemeteries Branch.

Element Two

The collection, storage, cutting, pining, cleaning and return to site of military monuments. The manufacture of replacement or new military monuments and delivery to site.

Bid Opportunity 611-2008 Cutting, Pining and Replacement of Military Monuments at the Brookside Field of Honour

Element Three

The manufacture and installation on site of precast concrete beams.

Bid Opportunity 600-2008 Manufacture and Installation of Precast Concrete Beams in the Brookside Cemetery Field of Honour

Element Four

The cutting out for and installation of piers or piles, to support the concrete beams as supplied by others. The cutting and repair of existing concrete beams in place, in the Field of Honour.

649-2008 The Refurbishment and Repair of Existing Concrete Beams and the Cutting and Installation of Piers or Piles to Support New Concrete Beams

Bidders may want to reference all the bid opportunity documents for other elements of work contained in the refurbishment project, to ensure they have a comprehensive understanding of the nature of the project, the elements of work involved and how they may affect the work the Bidder is bidding.

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Components	3
B8. Bid	3
B9. Prices	4
B10. Qualification	4
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	5
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	6
B15. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Duration of Contract	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Insurance	2
D9. Performance Security	3
D10. Subcontractor List	4

Schedule of Work

D11. Commencement	4
D12. Total Performance	4
D13. Liquidated Damages	5
D14. Orders	5
D15. Records	5

Control of Work

D16. Job Meetings	6
D17. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6

Measurement and Payment

D1. Invoices	6
--------------	---

Measurement and Payment

D2. Payment	6
-------------	---

Warranty

D3. Warranty	7
--------------	---

Form H1: Performance Bond	8
---------------------------	---

Form H2: Irrevocable Standby Letter of Credit	10
Form J: Subcontractor List	12

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. References	1
E3. SUBMITTALS	1
E4. UNIT PRICES	2

Products

E5. GLASS FIBRE REINFORCED POLYMER (GFRP) RODS	2
E6. EPOXY ADHESIVE	2
E7. REPLACEMENT GRANITE MARKERS	3

Execution

E8. MANUFACTURER'S INSTRUCTIONS	3
E9. PINNED CONNECTION INSTALLATION FOR UPRIGHT, EXPOSED BEAM SUPPORTED MARKERS	3
E10. INSPECTION AND DELIVERY	4

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CUTTING, PINNING AND REPLACEMENT OF THE MILITARY MONUMENTS AT THE BROOKSIDE FIELD OF HONOUR

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 29, 2008.

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 Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D2.1.1.

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 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 Division internet site 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 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 may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID 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, may result in the Bid being determined to be non-responsive.
- 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 own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid 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.
- B9.2 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 Prices from Non-Resident Bidders are subject to a 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 internet site 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) must be a member in good standing of the Manitoba Memorial Dealers Association and conform to the Associations codes of practice and standards for all members.
 - (e) the collection, transport, protection, storage, cutting and core drilling of the granite markers shall be carried out by qualified practitioners with extensive experience in the repair and manufacture of Veteran Affairs Canada granite grave markers.
 - (f) The installation of epoxy adhesive and connection rods shall be carried out by practitioners experienced with the manufacturer's products and required installation methods.
 - (g) The Contractor should be located within ten (10) km of the City of Winnipeg boundaries. The Contract Administrator will be inspecting the Work being done and the materials being used.
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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 internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site 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 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 Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- 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 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 internet site 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 Cutting and Pinning of the Military Monuments at the Brookside Field of Honour in accordance with the specifications attached for the period of October 1, 2008 to September 30, 2011.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, ^.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DURATION OF CONTRACT

D3.1 The Contractor shall perform the Work of this Contract during the period of October 1, 2008 to September 30, 2011.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Jane Saxby
Administrator
Cemeteries Branch
Brookside Cemetery
3001 Notre Dame Avenue
Winnipeg MB R3H 1B8

Telephone No. (204) 986-4392
Facsimile No. (204) 986-4298

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

D5. CONTRACTOR'S SUPERVISOR

- D5.1 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.

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 address or facsimile number identified in D2.1.1.
- D6.3 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- 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 address or facsimile number:
The City of Winnipeg
Internal Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
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. INSURANCE

- D8.1 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) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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.

D8.4 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.

D9. PERFORMANCE SECURITY

D9.1 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.

D9.1.1 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.

D9.2 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.

D10. SUBCONTRACTOR LIST

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D11.2 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) evidence of the insurance specified in D8;
 - (iv) the performance security specified in D9; and
 - (v) the Subcontractor list specified in D10.
- (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.

D11.3 The Contractor shall commence the Work on the Site when agreed at the time of ordering.

D12. TOTAL PERFORMANCE

D12.1 The Contractor shall achieve Total Performance for the cutting and pinning within thirty (30) consecutive Working Days per monument and for the replacement monuments within sixty (60) Calendar Days per monument of the commencement of the Work as specified in D11.

D12.2 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.

D12.3 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.

D13. LIQUIDATED DAMAGES

D13.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City two hundred dollars (\$200.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D14. ORDERS

D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D15. RECORDS

D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

CONTROL OF WORK

D16. JOB MEETINGS

- D16.1 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.
- D16.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D17. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D17.1 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

D1. INVOICES

- D1.1 Further to D6, the Contractor shall submit invoices for the locations designated at the time of ordering.
- D1.2 Invoices must clearly indicate, as a minimum:
- (a) The City's order number;
 - (b) Date(s) of provision of services;
 - (c) Location at which service was provided;
 - (d) Type and quantity of services provided;
 - (e) The amount payable with GST and PST shown as separate amounts; and
 - (f) The Contractor's GST registration number.
- D1.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

MEASUREMENT AND PAYMENT

D2. PAYMENT

- D2.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D2.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D3. WARRANTY

- D3.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance **for each monument** and shall expire one (1) year thereafter, except where longer warranty periods

are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

- D3.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.
- D3.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D3.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D9)

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. 611-2008

CUTTING, PINNING AND REPLACEMENT OF THE MILITARY MONUMENTS AT THE BROOKSIDE
FIELD OF HONOUR

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)

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 internet site at <http://www.winnipeg.ca/matmgt>.
- 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>Drawing No.</u>	<u>Drawing Name/Title</u>
A-0	Cover Sheet
A-1	Reinforced Precast Concrete Beam Details (for information only)
A-2	Granite Marker Mounting Details

E2. REFERENCES

- E2.1 American Society for Testing and Materials International (ASTM)
- (i) ASTM C881/C881M-02, Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.
 - (ii) ASTM C882-05, Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear.
 - (iii) ASTM D570-98(2005), Standard Test Method for Water Absorption of Plastics.
 - (iv) ASTM D638-03, Standard Test Method for Tensile Properties of Plastics.
 - (v) ASTM D695-02a, Standard Test Method for Compressive Properties of Rigid Plastics.
- E2.2 Canadian Standards Association (CSA International).
- (i) CSA S806-02(R2007), Design and Construction of Building Components with Fibre Reinforced Polymers
- E2.3 Public Works and Government Services Canada, Real Property Branch, Professional and Technical Services Management, Heritage Conservation Directorate.
- (i) National Technical Maintenance Manual for Veterans' Gravesites in Canada

E3. SUBMITTALS

- E3.1 Product Data:
- (i) Submit three (3) copies of manufacturer's printed product literature, specifications and data sheet
 - (ii) Submit three (3) copies of WHMIS MSDS - Material Safety Data Sheets.
 - (iii) Submit three (3) copies to the Contract Administrator of proposed source of material to be supplied for all materials included in this Section.
- E3.2 Shop Drawings:

- (i) Submit three (3) copies of shop drawings in accordance with Section 01 00 10 – General Instructions.
- (ii) On anchor shop drawings, indicate sizes, spacing, location, drilling depths into concrete beam and granite marker, and quantities of anchors.
- (iii) On granite marker modification shop drawings, indicate location of cutting, dimensions of final cut marker, and cut surface treatments as required.

E3.3 Quality Assurance:

- (i) Test Reports: submit three (3) copies of certified test reports showing compliance with specified performance characteristics and physical properties.
- (ii) Certificates: submit three (3) copies of product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
- (iii) Submit three (3) copies of written procedures for collection, transport, protection and storage of existing granite markers, allow for each monument to be digitally photographed prior to leaving site, with photographs handed in to the Cemetery Administration Office.
- (iv) Submit three (3) copies of written procedures for cutting existing granite marker bases to suit the new length requirements for upright, pinned marker mounting on exposed beam support conditions.

E4. UNIT PRICES

- E4.1 .1 Provide unit prices for new granite markers. Unit prices are to include:
- (i) All work required to supply new granite markers as indicated on the drawings and specifications.
 - (ii) Each replacement granite marker will be measured as individual units.
 - (iii) The measurements will be made prior to removal of existing granite markers.
 - (iv) All measurements will be completed by the Contract Administrator in the presence of the Contractor. All quantities to be agreed upon in writing.
 - (v) Provide 24 hours notice prior to required measurements.

PRODUCTS

E5. GLASS FIBRE REINFORCED POLYMER (GFRP) RODS

- E5.1 GFRP rods to CSA S806:
- (i) Rod diameter: 16mm.
 - (ii) Binding material: Modified vinyl ester, volume fraction 25%.
 - (iii) Fibre reinforcement: Continuous E-glass fibres, volume fraction 75%.
 - (iv) Ultimate tensile strength: 674 MPa
 - (v) Tensile modulus of Elasticity: 42000 MPa
 - (vi) Transverse coefficient of thermal expansion: not greater than 40×10^{-6} / degrees Celsius.

E6. EPOXY ADHESIVE

- E6.1 High Strength, two-component epoxy adhesive, each component pre-packaged separately, to ASTM C881, Type IV, Grade 3, Class A, B, C, except gel time.
- (i) Bond strength: 12.4 MPa at 2 days to ASTM C882.
 - (ii) Compressive strength: 82.7 MPa to ASTM D-695.
 - (iii) Tensile strength: 43.5 MPa at 7 days to ASTM D-638.
 - (iv) Elongation at break: 2.0% to ASTM D-638.

- (v) Absorption: 0.06% to ASTM D-570.
- (vi) Curing time: approximately 12 hours at 20 degrees Celsius.
- (vii) Gel time: approximately 30 minutes.

E7. REPLACEMENT GRANITE MARKERS

- E7.1 Replacement granite markers to be Barre Light Grey granite steeled 1, balance sawn, to National Technical Maintenance Manual for Veterans' Gravesites in Canada.
- (a) Dimensions:
 - (i) Height of visible stone face: 813mm at centre of stone.
 - (ii) Length of marker for exposed beam/pinned type: 813mm at centre of stone.
 - (iii) Width: 381mm.
 - (iv) Thickness: 76mm.
 - (v) .5 Curved top: 762mm radius.
 - (b) Acceptable Material:
 - (i) Barre Gray Granite from Rock of Ages Corporation, P.O. Box 482, Barre Vermont, 05641, USA
 - (ii) Alternate materials will not be accepted.
- E7.2 Warranty period for the Granite Markers is ten (10) years.

EXECUTION

E8. MANUFACTURER'S INSTRUCTIONS

- E8.1 Compliance: comply with manufacturer's written data for handling, storing, cutting, drilling, mixing, injecting, placing, and curing, including product technical bulletins, product catalogue installation instructions, product carton installation instructions and data sheets.

E9. PINNED CONNECTION INSTALLATION FOR UPRIGHT, EXPOSED BEAM SUPPORTED MARKERS

- E9.1 Supply and install two (2) GFRP rods per granite marker in accordance with CSA S806, and as indicated on the drawings.
- E9.2 Carefully collect, protect and transport granite markers until they are required for installation on the new precast concrete beams. Contractor must have experience with marker handling and coordinate pre-collection meeting to review all procedures with the Contract Administrator.
- E9.3 Cut the base of the markers to suit the length requirements in Part 2 of this Section for pinned markers mounted on exposed beams. Contractor must have experience with cutting of granite stone/markers.
- E9.4 Contractor will be held responsible for replacement or repair of any damaged granite markers during these processes. Prior to collection of any existing markers, contractor is to closely inspect and digitally photograph all existing conditions, and inform the Contract Administrator in writing of any markers that they deem to be damaged due to their existing conditions. For the purpose of pricing, the contractor is to include for one (1) replacement granite marker as indicated in Part 2 of this Section, and is to provide a replacement unit rate as indicated in Part 1 of this Section should existing conditions require additional marker replacements.
- E9.5 The procedures to follow for items 7 and 8 below shall be conducted within the contractor's shop under controlled conditions before delivery and installation on site.
- E9.6 Using a template to ensure, core hole-drill (Not percussion drill) two (2) holes in the bottom of the cut existing granite marker, or new granite marker, as indicated on the drawings. Ensure

the holes are straight into the marker and do not tilt towards one face of the marker. Use a diamond-coring bit sized slightly larger than the diameter of the dowel, and note that the sand coating on the GFRP rods increase the actual diameter to approximately 17.5mm. Core drill holes 150mm deep; do not over-drill the depth. Clean the holes of all dust, debris and excess water using manufacturer's wire brush and oil free compressed air, and as per epoxy adhesive manufacturer's instructions.

E9.7 Inject epoxy adhesive into the cleaned holes and insert the rod, twisting it as it is being pushed into the hole. Inject only enough epoxy to fill the hole when the rod is completely inserted. Partially withdraw the dowel to check that full coverage with the epoxy has been achieved. Clean off any epoxy that oozes from the hole, ensuring the faces of the marker do not become stained. Allow the epoxy to fully cure before moving the marker.

E9.8 Thoroughly clean the surfaces of the monument using Klenetone solution as per manufacturer's instructions.

E10. INSPECTION AND DELIVERY

E10.1 Upon completion of installation, remove surplus materials, rubbish, tools and equipment barriers.

E10.2 Contractor to arrange delivery of ready to install marker with the Contract Administrator, for signed acceptance of markers. Acceptance will include such items as marker inscriptions, final cleaning, straightness of installed pins and pin length, the tight securement of each pin to the marker and no damages such as scrapes or chips to the marker. All noted deficiencies to be corrected by Contractor prior to issuance of final payment.