



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 971-2018

SHOAL LAKE AQUEDUCT INTAKE FACILITY FIRE PUMP UPGRADES

Note to Bidders: Please be aware of revisions B14.4

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APPENDIX A

Shoal Lake Aqueduct Intake and Greater Winnipeg Water District Form

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SHOAL LAKE AQUEDUCT INTAKE FACILITY FIRE PUMP UPGRADES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 14, 2018.

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 on Monday, October 29, 2018 to provide Bidders access to the Site. Please note the Site is only accessible by rail only through arrangements with the City via the Contract Administrator.

B3.2 The Bidder is advised that the Site Investigations will provide an overview of the existing equipment to be demolished, the new system to be installed, site logistics and transportation logistics. Bidders are strongly encouraged to attend the Site Investigation

B3.3 Bidders are required to register for the site investigation no later than 4 p.m. three (3) Business Days prior to the site investigation by contacting the Contract Administrator identified in D4.1.

(a) Bidders shall meet at the City of Winnipeg Drinking Water Treatment Plant (located on Provincial Road 207) no later than 8:00 a.m. on the date of the Site Investigation.

(b) The Site Investigation will take approximately 7-8 hours including road and rail travel.

(c) Bidders will be required to sign the GWWD Railway Travel Waiver prior to travel on GWWD Railway.

(d) Due to travel arrangements, the number of representatives allowed to attend for a single Bidder will be limited to one representative.

B3.4 Bidders wishing to register for the Site Investigation must provide the City with a Public Safety Verification Check obtained not earlier than one (1) year prior to the Site Investigation.

B3.4.1 The Public Safety Verification Check may be obtained from Sterling Talent Solutions. Proponents will need to set up a Sterling Talent Solutions account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link:

<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

Note that the check will take up to 48 hours to complete. Refer to PART F - Security Clearance for further information.

B3.4.2 The results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions. Bidders must set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the results of the Public Safety Verification Check with the City of Winnipeg.

B3.5 Bidders are required to bring their own Grade 1 safety shoes (CSA Green Triangle) for all Site Investigations.

- B3.6 Bidders will not be allowed to take pictures at the Site Investigation. The Bidder may request pictures of specific areas from the Contract Administrator. The pictures will then be issued to all the Bidders registered for the Site Investigation.
- B3.7 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.
- B3.8 The Bidder is responsible for determining:
- (a) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
 - (b) the nature, quality or quantity of the Plant needed to perform the Work;
 - (c) all matters concerning access to the Site necessary for the completion of the Work; and
 - (d) all other matters which could in any way affect his/her Bid or the performance of the Work.

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 B3.1 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 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/bidopplasp>
- B6.4 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.
- B6.5 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/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 B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the 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.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 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
- B8.5.1 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.
- B8.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.
- B8.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.7 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.8 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 B17.1(a).
- B8.8.1 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 11 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.4.2 All signatures shall be original.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 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.

B10.2 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.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 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.

B13.2 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>

B13.3 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) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - ;

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ 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/>.)

B13.5 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.

B13.6 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 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/>

B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B15.2 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.

B16. WITHDRAWAL OF BIDS

B16.1 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.

B16.1.1 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.

B16.1.2 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 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B16.1.3 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 11 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.

B16.2 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 B15.2 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.

B17. EVALUATION OF BIDS

B17.1 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 B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(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.

B17.4.1 Further to B17.1(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.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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 B17.

- B18.3.1 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.
- B18.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B18.5 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

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C1.1.1 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
- C1.2 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 the phased installation of two (2) new electric fire pumps, the phased demolition of the existing diesel fire pumps with associated services, electrical upgrades to the switchgear in the main Electrical Room and the installation of a new transformer for PNL-23 in the Staff House at Shoal Lake Intake, Waugh, Manitoba.

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

- (a) Mobilization to remote site, including but not limited to:
 - (i) Movement of personnel (including meals and mileage), equipment and incidentals to the Work,
 - (ii) Premiums on bonds and/or insurance for the Work;
 - (iii) Protection of property;
 - (iv) Pollution control;
 - (v) Health and safety;
 - (vi) Project scheduling;
 - (vii) Examination and preparation of Site;
 - (viii) Temporary utilities.
- (b) Demobilization from remote site.
 - (i) Movement of equipment and incidentals from the Work;
 - (ii) The cleanup of the Site and removal of materials, debris, waste, etc. and making good damages or temporary alterations.
- (c) Loading and unloading of materials on and off the City supply train at the location indicated in E5 of the Bid Opportunity.
- (d) The mechanical work associated with the supply and phased installation of:
 - (i) Two (2) new fire pumps with electric motors;
 - (ii) Piping, valves and components approved for fire pump service associated with the installation of the fire pumps;
 - (iii) Two (2) new fire pump controllers;
 - (iv) Miscellaneous metal fabrications including various supports for pumps and related piping changes.
 - (v) The electrical work associated with the phased installation of the two (2) new fire pumps and controllers;
- (e) The electrical work associated with the phased installation the two (2) new fire pumps including:
 - (i) Electrical power to the new fire pumps and controllers;
 - (ii) Control signals for the new fire pumps and controllers back to the facility PLC in the main control room;
 - (iii) Scanning all new penetrations through structural assemblies with report submitted to Contract Administrator prior to coring;
 - (iv) Soft digging or hand excavating of trenches for electrical services;
 - (v) Restoration of landscaping affected by the electrical installation;

- (f) The phased testing, demonstration, start-up and commissioning of the new fire pumps and piping changes, and all necessary permits and approvals from Authorities Having Jurisdiction;
- (g) The work associated with the phased removal of two diesel engine fire pumps and related engine systems, and pump systems.
 - (i) Removal of diesel engines and pumps, engines to be turned over to the City;
 - (ii) Removal of existing electrical services and control systems back to sources and capping and identification of any buried conduits;
 - (iii) Transfer of remaining diesel fuel to existing exterior storage tank;
 - (iv) The phased decommissioning, demolition and disposal of the existing above floor fire pump diesel fuel tanks and related piping, and the flushing, cleaning and capping of in floor diesel fuel piping;
 - (v) Disposal of removed fuel system components to authorized site, and follow up documentation;
 - (vi) Sealing of wall penetrations at the pipe and the diesel engine exhaust systems that have been removed.
 - (vii) Removal of the existing housekeeping pads for the fire pump diesel motors with patching and painting of the floor.
- (h) Labelling of all equipment, cabling, conduits, devices, piping, etc. in accordance with the City of Winnipeg Water and Waste Identification Standard.
- (i) Electrical switchgear upgrades required for the two (2) new fire pumps
- (j) Maintenance upgrades to the existing switchgear.
- (k) Installation of a new 75 kVA transformer in the Electrical Shed and the installation of new conductors (2C, 2/0 AWG, RW90 & 1C, 6 AWG, ground in 35mm conduit) from the new transformer to main panel (PL-7) in the electrical shed and new conductors (2-3C, 4/0 AWG, RW90 & 2-1C, 4 AGW, ground in 2-53 mm conduits) from the new transformer to PNL-23 in the Staff House. Note there are two spare buried conduits running from the Electrical Shed to the Staff House.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) “**AHJ**” means the Authority Having Jurisdiction, (i.e. Manitoba Hydro, Manitoba Office of the Fire Commissioner, Manitoba Conservation and Water Stewardship)
- (b) “**CEC**” means the Canadian Electrical Code;
- (c) “**Environmental Pollution and Damage**” means presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade environment aesthetically, culturally and/or historically.
- (d) “**Environmental Protection**” means prevention/control of pollution and habitat or environment disruption during construction. Control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.
- (e) “**GWWD**” means Greater Winnipeg Water District,
- (f) “**Licensed Petroleum Technician**” means the holder of a Petroleum Technician’s License pursuant to The Dangerous Goods Handling and Transportation Act (Manitoba) and Regulation 188/2001.;
- (g) “**Manufacturer’s Representative**” means a trained serviceperson empowered by the Contractor to provide installation training, witnessing of equipment installation, assistance

in equipment performance testing, assistance in process performance testing and participation in the guaranteed performance testing.

- (h) "**NFPA**" means National Fire Protection Association;
- (i) "**SLAI**" means the Shoal Lake Aqueduct Intake.
- (j) "**Shop Drawings**" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is AECOM, represented by:

Mr. Claude Courchaine, P.Eng.
Mechanical Engineer

Telephone No. 204 928-7415

Email Address Claude.Courchaine@AECOM.com

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

D4.3 Bid Submissions must be submitted to the address in B8.

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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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 facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in (a).

- D7.3 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:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

- D7.4 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

- D7.1 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 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.

- D9.2 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>

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) 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, tenants legal liability, loading and unloading, 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;
 - Evidence of insurance to state the operations include the Shoal Lake Aqueduct Intake Fire Pump Upgrade;
 - Contractors Pollution Liability (CPL) insurance in the amount of at least two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate insuring against claims for :

- (i) Bodily injury;
 - (ii) Property damage including diminution in value; and Natural Resource Damages;
 - (iii) Clean-up;
 - (iv) Transported cargo and non-owned disposal sites (blanket basis); and
 - (v) Sudden and gradual pollution conditions including the further disruption of pre-existing conditions from the services rendered by the Contractor;
- (d) 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; and
- (e) all risks course of construction insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.
- D10.2 During the transportation of equipment, material, supplies and personnel via the GWWD Railway, the Contractor is to provide and maintain the following insurance coverage:
- (a) Commercial general liability insurance, in the amount of at least two millions dollars (\$2,000,000) inclusive, with The City of Winnipeg to be added as an additional insured, and including a cross liability clause and employers liability and reference to specify transportation via railway;
 - (b) All risk property policy carrying adequate limits to cover all machinery, equipment, supplies and/or materials transported via railway and brought to the Shoal Lake Intake site;
 - (c) Property in transit for the full value of machinery, equipment and supplies while being transported via railway; and
 - (d) A signed waiver of liability and assumption of risk agreement prior to the transporting of any supplies, equipment, machinery, material and personnel.
- D10.3 Deductibles shall be borne by the Contractor.
- D10.4 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.
- D10.5 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.

D11. PERFORMANCE SECURITY

- D11.1 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.

D11.1.1 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.

D11.2 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.

D12. SUBCONTRACTOR LIST

D12.1 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.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: 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.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 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.

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) the Subcontractor list specified in D12;
 - (vii) the detailed work schedule specified in D13;
 - (viii) the completed Form N: Licensed Petroleum Technician List specified in **Error! Reference source not found.**; and
 - (ix) the Environmental Protection Plan specified in specification section 01 35 43.
- (b) The City has the security clearances specified in PART F - Security Clearances for individuals working on Site.
- (c) 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.
- (d) the Contractor's staff and subcontractor's staff that will be on site have valid Police Information Checks and Public Safety Verifications.

D14.3 The Contractor shall commence the Work on the Site within fifty (50) Working Days of receipt of the Purchase Order.

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance within one hundred seventy (170) consecutive Working Days of the commencement of the Work as specified in D14.
- D15.2 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.
- D15.3 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.

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance within one hundred ninety (190) consecutive Working Days of the commencement of the Work as specified in D14.
- D16.2 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.
- D16.3 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.

D17. LIQUIDATED DAMAGES

- D17.1 If the Contractor fails to achieve Critical Stages, 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 – six hundred dollars (\$600.00);
 - (b) Total Performance – six hundred dollars (\$600).
- D17.2 The amounts specified for liquidated damages in D17.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D18. JOB MEETINGS

- D18.1 Regular monthly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator (via teleconference), 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.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D19.1 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).

D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D20.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4

MEASUREMENT AND PAYMENT

D21. PAYMENT

D21.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D22. WARRANTY

D22.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D11)

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. 971-2018

SHOAL LAKE AQUEDUCT INTAKE FACILITY FIRE PUMP 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 D11)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 971-2018
SHOAL LAKE AQUEDUCT INTAKE FACILITY FIRE PUMP 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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM L: DETAILED WORK SCHEDULE
 (See D13)
SHOAL LAKE AQUEDUCT INTAKE FACILITY FIRE PUMP UPGRADES

For each item of Work, indicate the cumulative percentage proposed to be completed by the end of each time period until 100% completion is achieved.						
Items of Work	Time Period in Working Days					
	20	80	120	160	200	450
Submission and approval of fire pump and controller shop drawings						
Site mobilization						
Supply and offloading at site two (2) fire pumps and controllers						
Electrical upgrades to switchgear for fire pumps						
Electrical maintenance to switchgear						
Electrical Shed electrical upgrades						
Demolition of existing fire pump no. 2 and diesel drive						
Mechanical installation first new electrical fire pump, controller and associated piping (pipe, fittings, valves, etc)						
Electrical installation of first new electrical fire pump, controllers and associated services (wiring, conduits, cable tray, etc)						
Start-up and commissioning of first new electric fire pump						
Demolition of existing fire pump no. 1 and diesel drive						
Mechanical installation second new electrical fire pump, controller and associated piping (pipe, fittings, valves, etc)						
Electrical installation of second new electrical fire pump, controllers and associated services (wiring, conduits, cable tray, etc)						
Start-up and commissioning of second new electric fire pump						
Demolition, patching and repairing remaining systems (i.e. fuel tanks, engine exhausts, floors, etc.)						
Identification, painting and labeling of systems (equipment, pipe systems, electrical systems, etc)						
Finalized as-constructed drawings and operations and maintenance manuals						
Training						
Site demobilization and restoration of site						
Substantial Performance						
Total Performance						
Warranty inspection						

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>
	Table of Contents

Division 01 – General Requirements

01 31 19	Project Meetings
01 33 00	Submittal Procedures
01 35 29.06	Health and Safety Requirements
01 35 43	Environmental Procedures
01 41 00	Regulatory Requirements
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 61 10	Equipment Installation
01 71 00	Examination and Preparation
01 73 00	Execution
01 74 11	Cleaning
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
01 79 00	Demonstration and Training
01 91 13	General Facility Operational Overview

Division 07 – Thermal and Moisture Protection

07 84 00	Firestopping
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Division 09 – Finishes

09 87 00	Coating Systems for Steel Pipes and Miscellaneous Metal Fabrications
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Division 21 – Fire Suppression

21 05 01	Common Work Results for Mechanical
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Division 23 Heating, Ventilation and Air-Conditioning (HVAC)

23 05 17	Pipe Welding
23 05 29	Pipe Supports
23 05 53.01	Mechanical Identification
23 08 01	Performance Verification Mechanical Piping Systems
23 10 10	Decommissioning Above Ground Fuel Storage System

Division 26 Electrical

26 05 00	Common Work Results for Electrical
26 05 01	Scope of Electrical Work
26 05 20	Wire and Box Connectors 0-1000 V
26 05 21	Wires and Cables 0-1000 V
26 05 25	Conduits, Conduit Fastenings and Conduit Fittings
26 05 43.01	Installation of Cables in Trenches and Ducts
26 28 16.02	Moulded Case Circuit Breakers

Division 31 Earthwork

31 23 33	Trenching and Backfilling
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<u>Drawing No.</u>	<u>Drawing Name/Title</u>
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1-0600A-M0003-001	Mechanical – Pumphouse and Gatehouse Demolition Plans
1-0600A-M0012-001	Mechanical – New Fire Pumps Installation Plan and Details
1-0600A-P0008-001	Process – New Fire Pumps – Details and Specifications
1-0600A-E0006-001	Electrical – Single Line Diagram
1-0600A-E0007-001	Electrical – Pumphouse and Gatehouse Plan

E2. HAZARDOUS MATERIALS

E2.1 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.

E3. STAFF HOUSE ACCOMMODATIONS

E3.1 General

- (a) Accommodations are available at no cost to the Contractor in the Staff House or one of the residences located at the Aqueduct Intake at Indian Bay (Shoal Lake). The Intake and Staff House are located approximately 150 kilometers from Winnipeg and are only accessible by rail. The nearest highway contact with the rail line is approximately 24 kilometers (30-40 minutes) from the facility. There are no medical services available. Portions of the facility available to the Contractor and Subcontractors include sleeping quarters, dining room, recreation area, and washroom/shower facilities.
- (b) The City will provide at no cost to the Contractor accommodations in the Staff House for up to 8 Contractor personnel and if required, a designated area for the location of a Contractor supplied bunkhouse to house additional personnel.
 - (i) The Contractor shall not have unlimited or exclusive use of the Staff House and residence.
 - (ii) The Staff House and residence may be used to accommodate City or other Contract personnel in addition to the Contractor's personnel.

- (iii) The City reserves the right to reassign Contractor room allocations within the Staff House and residences to accommodate other personnel as required.
- (c) The Contractor shall be responsible for all food, meal preparation and housekeeping associated with the use of the Staff House and any residence being used by the Contractor. Appendix A includes the housekeeping requirements for the Staff House and residences.
- (d) The City will provide at no cost to the Contractor toilet paper, paper towels and bedding.
- (e) The Contractor shall provide all cleaning supplies for use in the Staff House and residence.
- (f) The Contractor will be responsible for all other personal incidentals including towels, soap, shampoo, toothpaste, toothbrushes etc.
- (g) A safety orientation will be provided by the Intake Foreman in accordance with Appendix A.

E3.2 Operation of Staff House and residences at Indian Bay - Person in Charge

- (a) If arrangements are made for personnel to stay at the Staff House or residence at Indian Bay, the Contractor shall designate a "person in charge". This person shall ensure that all Contractor's personnel follow all Staff House, residence and Railway requirements in effect for the duration of the Contract. As soon as the "person in charge" becomes aware of a breach in requirements, or is informed of same by Railway or Intake staff, the "person in charge" shall immediately rectify the condition.
- (b) The "person in charge" shall clearly instruct the group as to the requirements in place and note that failure to follow the rules may result in ejection from the premises. Failure by the "person in charge" to enforce these requirements may also result in ejection from the premises. The requirements in effect at this time are attached in Appendix A for reference and are posted in the Staff House and Residence.
 - (i) Alcoholic beverages and other intoxicating substances are not to be consumed or carried outside the Staff STAFF HOUSE or residences. Intoxication on City of Winnipeg property is prohibited at all times.
- (c) The "person in charge" is responsible for responding to any medical emergency which affects a member of the group. Personnel are required to complete the Personal Information and Waiver Form (Appendix A) indicating any medical condition which may be of concern and should be retained by the "person in charge".

E3.3 Staff House and Transportation Scheduling

- (a) The Contractor shall develop a preliminary schedule outlining all required Staffhouse and personnel transportation requirements to and from the site prior to the commencement of construction. The City requires this schedule to coordinate the onsite accommodations and the transportation of Contractor personnel in a timely manner and to schedule the Contractor's requirements with routine track usage. Update the schedule and submit to the Contract Administrator three (3) working days prior to the start of the subsequent work week. Changes to the schedule must be made through the Contract Administrator to the City three (3) Working Days in advance of the requirement.

E4. SHOAL LAKE AQUEDUCT INTAKE FACILITY HOURS OF OPERATION

- E4.1 The standard hours of operations for the Shoal Lake Aqueduct Intake facility at Indian Bay is 0800 hours to 1630 hours during the weekdays.

E5. USE OF GWWD RAILWAY

E5.1 General

- (a) The City of Winnipeg owns and operates the Greater Winnipeg Water District (GWWD) Railway between the Railway Yard in St. Boniface (598 Plinquet Street) and the Intake at Shoal Lake. Work trains routinely deliver fuel, sodium hypochlorite and other supplies to the Intake and materials for track upgrading and maintenance. The diesel locomotives are available along with an assortment of rolling stock. The GWWD Railway is available to the

Contractor to deliver equipment and material to the work area. The GWWD Railway assumes no risk for the transportation of these goods and the Contractor must provide evidence of insurance as per D10.2(b) and D10.2(c) and a signed Waiver as per D10.2(d) if they wish to utilize the use of the GWWD.

- (b) Prior to GWWD Railway use all non-City of Winnipeg personnel and the transportation of Contractor equipment will be required to have signed GWWD Railway Waiver Forms included in Appendix A.
- (c) The Contractor shall not have unlimited use of the GWWD Railway facilities. The Contractor shall develop a preliminary schedule outlining all required GWWD Railway activities and resources and the associated timetable prior to the commencement of construction. The City requires this schedule to deploy the necessary level of railway resources to the project in a timely manner and to schedule the Contractor's requirements with routine track usage. Submit to the Contract Administrator three (3) Working Days prior to the start of the subsequent work week the revisions to the schedule for rail service (i.e. materials, equipment, etc.). Changes to the schedule must be made through the Contract Administrator to the City three (3) Working Days in advance of the requirement.
- (d) Bidders are advised that emergency railway services will take precedence over material and equipment deliveries. Neither the City, nor the Contract Administrator shall be held liable for failing to provide rail transportation in any event.
- (e) The Contractor shall ensure that all equipment, vehicles, personnel, and materials are kept off the railway and away from the trackbed, unless instructed otherwise by the Contract Administrator. The Contractor shall provide all labour and equipment necessary for loading and unloading equipment and materials including all equipment necessary to tie down loads.

E5.2 Train Service

- (a) Rolling Stock that available for the Contractor's use on this project:
 - (i) Five (5) flatbed cars with a deck width of 2.44 metres, deck length of 16.9 metres and a maximum load capacity of 55,000 kilograms
 - (ii) One (1) ramp car with a deck with of 2.44 metres, deck length of 16 metres and a maximum load capacity of 55,000 kilograms
 - (iii) One (1) caboose
 - (iv) Two (2) side dump cars with a capacity of 20 to 30 cubic metres
- (b) The GWWD Railway right-of-way has sufficient horizontal clearances to transport loads up to 3.66 metres wide.

E5.3 Train Use and Scheduling

- (a) A train consists of one (1) locomotive, one (1) caboose and any combination of the remaining rolling stock identified in E5.2.
- (b) A train crew shift consists of a train as previously described and the train crew (2 people). The maximum train crew shift duration allowed is 12 hours per Calendar Day.
- (c) The GWWD Railway can provide one (1) train crew for use on this project. Each train crew can work a maximum of one full train crew shift per Calendar Day and a maximum of ten (10) train crew shifts per fourteen (14) Calendar Day period.
- (d) The Contractor shall submit a preliminary list of GWWD Railway equipment, GWWD Railway Track Car Units and GWWD Operators they will require for the duration of the Work a minimum of ten (10) Business Days prior to the pre-construction meeting.
- (e) The Contractor shall submit a preliminary schedule detailing the required GWWD Railway activities and associated timetable a minimum of ten (10) Business Days prior to the pre-construction meeting.

E5.4 Transportation of Contractor's Equipment

- (a) Rolling stock identified in E5.2 will be made available to the Contractor for the transportation of large equipment to and from the work area. Large equipment shall be loaded and unloaded at East Braintree if only one (1) piece of equipment is required to be transported. If additional pieces of equipment are required to be transported the equipment will be loaded and unloaded at the GWWD Railway Yard in St. Boniface.
- (b) No loading ramps are available at East Braintree.
- (c) The loading and securing of Contractor's equipment is the responsibility of the Contractor.

E5.5 Transportation of Personnel

- (a) **GWWD Railway Track Car Units**
 - (i) One track car unit is available to transport a maximum of seven (7) of the Contractor's personnel to and from the work area at Mile 82.44 (approximately 8 km east of East Braintree, MB) at no cost to the Contractor. Only one (1) track car unit is permitted to be used at any given time for the purposes of transporting the Contractor's personnel.
 - (ii) Transportation of the Contractor's personnel will be provided such that there is no interference with GWWD staff duties during normal working hours (0800 to 1630 hours, Monday to Friday).

E6. SITE ACCESS

E6.1 The Contractor will be issued keys for access to site.

- (a) The Contractor is to coordinate with the City on the number of keys that will be required for the Contractor's employees and Subcontractors.
- (b) The first progress payment will be deducted a ten thousand dollars (\$10,000.00) as a deposit for all keys.
- (c) The Contractor is to return all keys prior to Total Performance. On return of all keys including damaged keys the ten thousand dollar (\$10,000) deposit will be released.
- (d) The Contractor is to immediately report any lost keys and return any damaged or non-functioning keys for replacement.

E7. CASH ALLOWANCES

E7.1 Include in Contract price, cash allowances as stated herein.

- (a) Cash allowance to cover the cost of the electrical upgrades to switchgear in the Pumphouse for fire pumps
- (b) Cash allowance to cover costs for the electrical maintenance of the remaining to switchgear in the Pumphouse.

E7.2 Expend each allowance as directed by Contract Administrator.

E7.3 Cash allowances, unless otherwise specified, cover net cost to Contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage installation and other authorized expenses incurred in performing Work.

E7.4 Cost of authorized switchgear upgrades shall be evaluated by the methods outlined in C7.4(d), and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowances for switchgear upgrades. If the valuation of the authorized Work exceeds the Value of the Cash Allowance the Contract Value will be adjusted by the shortfall.

E7.5 Contract Price will be adjusted by written order to provide for an excess or deficit to each cash allowance.

- E7.6 The Contract Price and not Cash Allowance, includes contractor's overhead and profit in connection with such Cash Allowance.
- E7.7 Progress payments for work and material authorized under cash allowances will be made in accordance with contract terms of payment.
- E7.8 The Contract Price and not cash allowance, includes contractor's overhead and profit in connection with such cash allowance.
- E7.9 Progress payments on accounts of work authorized under cash allowances shall be included in monthly progress estimate for payment.
- E7.10 Schedule shall be prepared jointly by Contract Administrator and Contractor to show when items called for under cash allowances must be authorized by Contract Administrator for ordering purposes so that progress of work will not be delayed.
- E7.11 Schedule of Cash Allowances
 - (a) Amount of Cash Allowance for switchgear upgrades for the fire pumps..... \$29,000.00
 - (b) Amount of Cash Allowance for switchgear maintenance \$34,000.00
- E7.12 Cash Allowances shall include and provide payment for Shoal Lake Aqueduct Intake Pumphouse switchgear upgrades.
- E7.13 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under this Contract and within the Winnipeg Drinking Water Treatment Plant site, the Shoal Lake Intake Aqueduct Facility site, Tache Booster Pump Station site, the In-Town Pumping Regional Water Pumping Station sites and the In-Town Reservoirs shall be required to obtain a Police Information Check and a Public Safety Verification. The Police Information Check may be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling Talent Solutions forms to be completed can be found on the website at: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.3 A Sterling Talent Solutions account must be setup prior to requesting individual background checks for any individual. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link. <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> . The Police Information Check must be received by the City directly through Sterling Talent Solutions;
- (a) Bidders shall set up an account with Sterling Talent Solutions under their company name and grant Sterling Talent Solutions permission to share the Police Information Check with the City of Winnipeg;
 - (i) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Police Information Check; and
 - (ii) if additional assistance is required to obtain the Police Information Check, the Bidder may contact the following Sterling Talent Solutions representative:
Linda Ferens;
email: linda.ferens@sterlingts.com
phone: (204) 999-0912; or
 - (b) Public Safety Verification Checks can be obtained from Sterling Talent Solutions,
 - (i) Bidders will need to setup an account with Sterling Talent Solutions prior to requesting individual background checks.
 - (i) This process should be done 72hrs prior to requesting the first check. Accounts can be setup using the following link.
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>.
 - (ii) Results of the Public Safety Verification Check must be received by the City directly through Sterling Talent Solutions.
 - (iii) Bidders shall set up an account with Sterling Talent Solutions using their company name and grant Sterling Talent Solutions permission to share the Public Safety Verification Check with the City of Winnipeg;
 - (ii) Bidders will then be contacted by Sterling Talent Solutions with instructions on how to complete the Public Safety Verification Check; and
 - (iii) if additional assistance is required to obtain the Public Safety Verification Check, the Bidder may contact the following Sterling Talent Solutions Representative:
Linda Ferens;

email: linda.ferens@sterlingts.com;
phone: (204) 999-0912.

- F1.4 Prior to the award of Contract, 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 Police Information Check and a Public Safety Verification Check 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.
- F1.5 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 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 Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in F1.1

APPENDIX A
SHOAL LAKE AQUEDUCT INTAKE AND GREATER WINNIPEG WATER DISTRICT FORM