

2007-09-21

TO: ALL BIDDERS

**SUBJECT: ADDENDUM NO. 2, CONTRACT IES07-134, TENDER FOR THE
INSPECTION & REHABILITATION OF VARIOUS WELLS IN VALLEY
EAST, CITY OF GREATER SUDBURY**

The following information, amendments and/or revisions shall constitute Addendum No. 2, dated September 21st, 2007, and shall form an integral part of the Tender Documents and where applicable, shall supersede requirements of other Tender Documents.

Extension of Closing Date:

Please be advised that we are extending the closing date for the above noted tender to Tuesday, October 2nd, 2007 at 11:00:00 AM. The tender opening will be held on the same day, in Committee Room C-21, at 2:30 PM.

Additional Clarification:

Please note that Well "J" must be inspected and rehab'd first.

NOTE: Please ensure you have acknowledged receipt of this Addendum on the Addendum Acknowledgment Form provided with your tender document.

Yours truly,



Mark Coppo
Supplies & Services Co-Ordinator

cc: B. Johns, Water & Wastewater Services Facilities Engineer
D. Peloquin, Supervisor II (Water)
J. Pollock, Supervisor II (Water)
G. Comin, Supervisor III (Water)

2007-09-20

TO: ALL BIDDERS

**SUBJECT: ADDENDUM NO. 1, CONTRACT IES07-134, TENDER FOR THE
INSPECTION & REHABILITATION OF VARIOUS WELLS IN VALLEY
EAST, CITY OF GREATER SUDBURY**

The following information, amendments and/or revisions shall constitute Addendum No. 1, dated September 20th, 2007, and shall form an integral part of the Tender Documents and where applicable, shall supersede requirements of other Tender Documents.

Questions & **answers (in bold)**:

Q1. When International Water Supply Ltd. carried out the rehabilitation of Well J in 2005, the operation of adjacent Well M placed constraints on the method of rehabilitation that could be used. Will Well M be in operation during the proposed rehab of Well J in October or will it be taken out of service for the duration of the rehab?

A1. Based on this deadline both M & J wells may be shut down, if required.

Q2. Could you please clarify the requirements for reporting? On page 41 reference is made to three hard copies and 3 CDs but on page 42 reference is made to 4 hard copies and 3 DVDs.

A2. The number of copies should be 4 hard copies and 4 CD's

NOTE: Please ensure you have acknowledged receipt of this Addendum on the Addendum Acknowledgment Form provided with your tender document.

Yours truly,



Mark Coppo
Supplies & Services Co-Ordinator

cc: B. Johns, Water & Wastewater Services Facilities Engineer
D. Peloquin, Supervisor II (Water)
J. Pollock, Supervisor II (Water)
G. Comin, Supervisor III (Water)



CONTRACT IES07-134

**TENDER FOR THE INSPECTION & REHABILITATION OF
VARIOUS WELLS IN VALLEY EAST,
CITY OF GREATER SUDBURY**

**ISSUED BY THE
SUPPLIES & SERVICES SECTION
ON BEHALF OF
PLANTS (WATER SECTION)
INFRASTRUCTURE SERVICES**

**DARRYL MATHE,
MANAGER OF SUPPLIES & SERVICES/PURCHASING AGENT**

Charge for Document:

**Non-refundable Deposit = \$26.50
(\$25.00 plus GST)**



2007-09-11

TO: ALL BIDDERS

SUBJECT: CONTRACT IES07-134, TENDER FOR INSPECTION & REHABILITATION OF VARIOUS WELLS IN VALLEY EAST, CITY OF GREATER SUDBURY

The City of Greater Sudbury is requesting tenders for the Inspection & Rehabilitation of Various Wells in Valley East located in the City of Greater Sudbury.

Tenders must be submitted in a sealed envelope, using the address label-sheet provided, to the City of Greater Sudbury, Supplies & Services Section, Second Floor, Tom Davies Square, 200 Brady Street, Sudbury, Ontario, P3A 5P3 **NO LATER THAN** 11:00 a.m. (*our time*), Tuesday, September 25th, 2007.

Tenders will be opened by the Tender Opening Sub-Committee, the same date at 2:30 p.m., in Committee Room C-21, Main Floor, Tom Davies Square. Results from the opening will be posted to the City's website.

Communications

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the CGS and prospective vendors **MUST BE** in written format via email or fax. To facilitate comprehensive responses in the short time frame provided, bidders are requested to email their questions as soon as possible to julie.henri@greatersudbury.ca. The deadline for questions is 4:00 p.m., Thursday, September 20th, 2007. No verbal instructions or verbal information to Bidders will be binding on the CGS. **Do not contact any other staff persons, other than the Supplies & Services Section staff, regarding this proposal.**

The lowest or any tender not necessarily accepted.

Yours truly,

Mark Coppo,
Supplies & Services Co-ordinator
/jh

cc: B. Johns, Water/Wastewater Administrator

City of Greater Sudbury, Supplies & Services Section, 2nd Floor, Tom Davies Square, 200 Brady, Box 5000, Station 'A', Sudbury, Ontario, P3A 5P3

**CONTRACT IES07-134
TENDER FOR THE INSPECTION & REHABILITATION
OF VARIOUS WELLS IN VALLEY EAST, CITY OF GREATER SUDBURY**

CHECKLIST

The following checklist has been included to ensure that all of the City's requirements are met:

1. Each bidder shall submit with their Tender, a Bid Bond or Certified Cheque or Irrevocable Letter of Credit or Money Order with an Agreement to Bond in the amount of **\$10,000.00**

- The successful General Contract bidder shall supply, within ten (10) days of written notification by the Owner of the acceptance of his Tender, guarantee bonds made in favour of the City of Greater Sudbury, as follows:
 - Performance Bond 100% of the Stipulated Sum Contract
 - Labour and Material Payment Bond 100% of the Stipulated Sum Contract

Delivery by the bidder to the owner of such bonds shall be a condition precedent to formalization of a contract.

OR

Each Bidder shall submit with their Tender, a Certified Cheque or Irrevocable Letter of Credit or Money Order in the amount of **\$15,000.00** which will serve as a **performance guarantee** until the completion of the project.
2. The successful bidder will be required to submit to the City of Greater Sudbury, a W.S.I.B. Clearance Certificate
3. Bidders have completed the Addendum Acknowledgement section if an addendum(s) has been issued. Failure to acknowledge the receipt of an addendum on the Tender Bid Form could result in your tender being rejected.
4. Please provide three (3) complete copies (including the Tender Bid Form) with one (1) complete copy designated as the original.
5. The tender award is contingent upon budget approval. The City reserves the right to delete one or more locations from this tender prior to award.
6. The work will commence upon award and will reach substantial completion on or before October 31st, 2007.
7. Validity of Tenders - See Schedule "C" to By-law 2006-270, as amended.
8. The Tender Bid Form provided must be used. Alteration of the Tender Bid Form is prohibited. If white out is used, please initial your corrections.
9. Ensure address label-sheet is affixed to the front of your sealed tender envelope/package submission. The Supplies & Services section will not be held responsible for envelopes or packages that are not labelled.
10. The Terms and Conditions and Specifications have been carefully reviewed and all requirements have been submitted with your tender.



CONTRACT IES07-134

**TENDER FOR THE INSPECTION & REHABILITATION OF
VARIOUS WELLS IN VALLEY EAST,
CITY OF GREATER SUDBURY**

**TENDER/PROPOSAL
TERMS & CONDITIONS**

**TENDER/PROPOSAL TERMS AND CONDITIONS
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**IRREVOCABLE LETTER OF CREDIT
SCHEDULE ‘C’
AGREEMENT TO BOND
TENDER BID FORM**

**CITY OF GREATER SUDBURY
TERMS AND CONDITIONS**

The undersigned hereby bids to perform or supply the work covered by this Tender/Proposal and must conform to the City Purchasing By-Law 2006-270.

1. DEFINITIONS

In this Proposal, as well as in all specifications, the following definitions shall apply unless otherwise indicated:

- a) "City" means The City of Greater Sudbury;
- b) "Bidder" or "Tenderer" or "Proponent" means the individual, firm, company or Corporation submitting Tender/Proposals to the City;
- c) "Work" means any of the under-noted or any combination thereof;
 - (i) supply or provision of articles or materials;
 - (ii) supply of labour;
 - (iii) performance of functions or tasks;
 - (iv) provision of services;
 - (v) equipment operated or not operated; or
 - (vi) construction or repairs as specified;
 - (vii) security deposit
- d) "Total Acquisition Cost" means an evaluation of quality and service in the assessment of a Bid and the sum of all costs including purchase price, all non refundable taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the Lowest Compliant Bid.

2. SCOPE OF WORK

Please see specifications.

3. PROPOSAL DESIGNS (not applicable)

The Evaluation Committee will accept up to a maximum of three (3) conceptual design options from each Bidder. Ensure that all designs are labelled accordingly and cross referenced within the submission to pricing structures, Provide photos and illustrations of proposed concept.

4. DRAWINGS (not applicable)

Suppliers are to include a drawing. Bidders are encouraged to provide as much information and detail on the drawings to provide the Evaluation Committee with a comprehensive understanding of the design and its requirements.

5. COPIES OF TENDER

Bidders are requested to provide five (3) copies of their proposal, **(including the Tender Bid Form)**, designating **one (1) complete copy as the ‘original’**. **Please attach your bid deposit to the Original Tender Bid Form.**

6. ADDENDA

Bidders may, during the Tender/Proposal period, be advised by addenda of required additions to, deletions from, or alterations in the requirements of the Tender/Proposal documents.

A copy of all Addenda shall be either hand delivered, sent by courier, electronic correspondence, or fax, to each prospective Bidder who has obtained Tender/Proposal Documents. Also, notice of the addenda will be posted on the City’s Web Page.

Where an addendum must be issued later than two days prior to the specified closing date, the closing date may be extended to allow four working days between the issuance of the addendum and the revised closing date. **This extension of the closing date is optional and shall be used as required.**

Addenda will be issued under the following circumstances:

- a) Interpretation of Tender/Proposal documents as a result of questions from prospective Bidders;
- b) Revision, deletions, additions or substitutions of any portion of Tender/Proposal documents.

All such changes as addressed in the addenda shall become an integral part of the Tender/Proposal documents and shall be allowed for in arriving at the Tender/Proposal price.

(Only applicable If the document is posted on the City’s web) In order to view Addendums on the City’s website, you must download the original document and the Addendum will appear at the beginning.

7. COSTS INCURRED BY PROPONENTS/BIDDERS

All expenses involved with the preparation and submission of Proposals to the City of Greater Sudbury, or any work performed in connection therewith shall be borne by the proponent. No payment will be made for any Proposals received or for any other effort required or made by the proponent prior to commencement of work as defined by the Proposal approved by the City of Greater Sudbury.

8. WHEN BIDS EXCEED ESTIMATES (For tenders only)

Re-tendering should be avoided when the bids exceed the estimate and the bid results have been read out at a Public Tender opening as the cost of re-tendering is very high. Therefore, we reserve the right to negotiate with the lowest formal Bidder.

9. CCDC 2-1994 CONTRACT (When Applicable)

The Successful bidder will be required to enter into and execute a CCDC 2-1994 Contract with the City of Greater Sudbury. The General Conditions of the Stipulated Price Contract, Canadian Construction Document CCDC 2-1994 shall form part of the Tender Contract, and together with all other drawings and documents, shall govern the work of all trades under this contract. Further, the successful General Contractor shall be required to supply General Commercial Liability Insurance in the amount of \$3 Million, not \$2 Million as noted in the CCDC2 - 1994 contract and related supplementary conditions.

10. PRE-QUALIFICATION (When applicable)

When applicable, Bidders will be required to pre-qualify to submit a Tender/Proposal. **The City reserves the right to pre-qualify those proponents who have had no experience with the City.** The pre-qualification may be a separate process or part of the Tender/Proposal call. The following are some of the requirements that must be submitted prior to the specified deadline for application for pre-qualification:

- a) A letter from the Bidder's Bank Manager addressed to the City of Greater Sudbury, attesting to the Bidders' financial capability to complete the contract.
- b) A written schedule of **all** contracts successfully completed by the Bidder in the previous three (3) years.
- c) Include the value of each contract, the name of the owner, and the name and telephone number of the owners contact person who is willing and able to attest to the Bidder's capability to perform this contract work.
- d) The name, qualifications, and experience of the proposed superintendent for this contract work.
- e) A list of equipment available for this contract work, and whether "owned" or "rented".

10. PRE-QUALIFICATION (when applicable) (cont'd)

The envelope containing details should be clearly marked with the Contract Number, Contract Title and the word 'Pre-Qualification'. In some cases an address label will be provided.

Each Bidder who has submitted a pre-qualification application, will be notified as soon as they have been pre-qualified. The Bidder will then be advised how and where he may receive a Tender/Proposal bid form and/or envelope.

11. PRESENTATIONS

The City of Greater Sudbury may require proponents to give a presentation in support of their proposal.

12. WORK LOCATION - As per attached or specified.

13. GENERAL CONDITIONS, STANDARD SPECIFICATIONS & DRAWINGS

Plans and specifications, if applicable, will be attached. All work shall be carried out in accordance with the Ontario Building Code and current Specifications and Drawings.

All tenders/proposals shall remain valid and open for acceptance for a period of ninety (90) days from the tender/proposal closing. Bidders shall ensure that sub-trade and supply quotations are valid for a sufficient length of time to accommodate the above-noted validity period.

14. CLOSING DATE AND OPENING OF TENDERS/PROPOSALS

Tender/Proposals shall be prepared on the forms provided and are to be sealed and submitted in the tender envelope provided or using the address label sheet provided and identified as a Tender/ Proposal for the contract concerned on the Tender/Proposal envelope. The Tender/Proposal(s) will be opened by the Tender Opening Committee of the City of Greater Sudbury. Bidders need not be present at the opening of the Tender/Proposals unless specifically invited for the purpose of explaining some detail pertaining to their bid. Tender/Proposal Opening Results may be posted to the City's Web Page at www.greatersudbury.ca. Bidders will be advised by letter of the acceptance, or otherwise of their tender, as soon as the contract has been finally awarded.

15. PROPOSAL CONFIDENTIALITY (RFP's only)

The Manager of Supplies & Services will consider all proposals as confidential, subject to the provisions set out in the Municipal Freedom of Information and Protection of Privacy Act.

15. PROPOSAL CONFIDENTIALITY (RFP's only) (cont'd)

Information pertaining to pricing or any content of the proposals will remain confidential as we reserve the right to negotiate with all proponents.

Proponents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by the proponent or disclosed by the City of Greater Sudbury in the course of carrying out this project.

The successful proponent further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the City of Greater Sudbury and shall not be disclosed or released to any person or organization without the prior written consent of the City of Greater Sudbury.

16. STAGES OF PROPOSAL EVALUATION (RFP's only)

City Representatives will conduct the Evaluation of Proposals as follows:

An initial review by the City to determine which Proposals meet the minimum requirements. Proposals which do not comply with the City's minimum requirements may be disqualified.

The next step will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria noted below. The highest scored Proposal will be selected.

At the discretion of the City, the City may choose to invite up to three (3) short-listed proponents to prepare a formal presentation to the City. In addition, short-listed proponents may be asked to attend interviews or negotiations with the City, provide a tour of facilities and provide additional general information prior to selection.

17. EVALUATION GRID CRITERIA (RFP's only)

The following is the evaluation grid criteria outlining how your proposal will be scored:

<i>Description</i>	<u>Points</u>
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18. LOCAL PARTNERSHIPS

The City encourages out of town proponents to seek local partner(s) where local expertise exists.

19. NEGOTIATIONS AND REVIEW OF OFFERS (RFP's Only)

Discussions may be conducted with proponents for the purpose of clarification of their proposals to assure full understanding of and responsiveness to the solicitation requirement.

All proposals will be evaluated using the evaluation grid criteria noted unless the proposal does not meet the minimum requirements and are therefore not short-listed. Once the evaluation committee has reviewed the initial proposal submissions using the evaluation grid, the evaluation committee will recommend an award to a specific firm, if clear-cut superiority of an offer is obvious.

The City reserves the right to request a best and final offer from only those proponents meeting our full requirements or from the short list developed by the evaluation committee.

19. NEGOTIATIONS AND REVIEW OF OFFERS (RFP's Only) (cont'd)

All information will be kept under strict security until after an award recommendation has been made.

All discussions and negotiations must be coordinated through the Supplies & Services Office. Do not contact any Municipal Staff regarding this RFP other than the Supplies & Services Section Staff.

20. SUBSTITUTIONS

Where, if pursuant to the contract documents, the Bidder is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the Tender/Proposal shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of the Tender/Proposal. No substitutions shall be made without the prior written approval of the appropriate General Manager or their designate. No Tender/Proposal price shall be based on a presumed acceptance by the appropriate General Manager or their designate of a substitute item or supply.

21. TIPPING FEES

If applicable, the cost of the tipping fees to dispose of excess materials on City Landfill sites will be included in the bid price.

22. TAXES, DUTIES AND FREIGHT

The appropriate taxes will be charged and indicated in the Total Bid Price. The following government tax requirements are summarized only and full particulars are contained in Section 108-10 of the General Conditions which shall, in cases prevail.

a) Ontario Provincial Sales Tax, (PST)

Ontario Provincial Sales Tax shall be included in the sums and rates for materials that enter into and form part of the works.

b) Federal Goods and Services Tax, (GST)

Applicable Federal Goods and Services Tax shall not be included in the prices quoted. GST shall be added at the end of the Schedule of Unit Prices to arrive at the Total Tender/Proposal Price or Contract Price.

c) Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occur after the Tender/Proposal Closing Date for a contract, and this change could not have been anticipated at the time of bidding, the City will increase or decrease contract payments to account for the exact amount of tax involved. Claims for compensation for additional tax cost shall be submitted the Bidder to the City Engineer. Such claims for additional costs shall be submitted not later than 30 days after the date of acceptance of the work.

Prices shall be F.O.B. destination shown and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.

23. PERMITS/LICENCES/APPROVALS

Unless otherwise expressly agreed by the City in writing, the successful proponent shall be responsible for applying for, obtaining and maintaining, at its own cost (other than the Building Permit fees, municipal Site Plan Approval or Committee of Adjustment application fees) all necessary permits, licences, consents and approvals relating to the provision of Services in accordance with the Contract and shall not do or suffer to be done anything in violation of any such permits, licences, consents and approvals. If the attention of the Successful proponent is called to any such violation on the part of the successful proponent, or of any person employed or engaged by the successful proponent, the successful proponent shall immediately desist from and correct such violation.

23. PERMITS/LICENCES/APPROVALS (cont'd)

Further, Upon completion of work, the Bidder must furnish final certificates of approval by the inspecting authority.

24. AWARD

The City reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Tender/Proposal, and to award contracts to one or more Bidders submitting identical Tender/Proposals as to price; to reject any and all Tender/Proposals or in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the City will be served.

Should the City receive only one (1) Tender on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the Bidder.

The City reserves the right to make awards within ninety (90) days from the date Tender/Proposals are opened, unless otherwise specified in the Tender/Proposal, during which period Tender/Proposals shall not be withdrawn unless the Bidder distinctly states in his Tender/Proposal that acceptance thereof must be made in a shorter specified time.

A Bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Tender/Proposal. All work must be scheduled and approved by the proper City employee at the appropriate City facility. The lowest or any Tender/Proposal not necessarily accepted.

25. EXECUTION OF CONTRACT

The Bidder agrees that, notwithstanding anything to the contrary in this Contract, that a maximum of ninety (90) days shall be allowed between the date that Tender/Proposals are opened and the date that a Tender/Proposal is awarded, cancelled, or recalled.

Following contact award, the City shall notify the successful Bidder that his Tender/Proposal had been accepted. The formal contract agreement will be sent to the successful Bidder in person or by mail, with instructions on how to properly complete and sign the document.

The successful Bidder is to be allowed not more than fourteen (14) days from receipt of the document for execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the Tender/Proposal Deposit.

25. EXECUTION OF CONTRACT (cont'd)

There shall be no variation or substitution from this Tender/Proposal unless approved in writing by the Manager of Supplies and Services or his designate.

Receipts of the goods, materials, equipments, work or service shall not waive any of the terms and conditions hereof. Defective goods, materials or equipment will be returned at the supplier's risk and expense.

Failure to deliver and/or complete within the times set out within this document, shall entitle the City to cancel this Tender/Proposal without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

Time to be of the essence of this Tender/Proposal.

26. ASSIGNMENT

It is mutually agreed and understood that the Bidder shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract to any other person, firms, company or Corporation without the previous written consent of the appropriate General Manager or designate.

27. PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be scheduled with the successful Bidder, following contract award. The Bidder will be required to submit to the City the following information at that time, namely:

- a) A construction "Progress Schedule" indicating clearly the proposed order and time allowance for various phases of the work in sufficient detail to show weekly progress.
- b) A listing of sub-contractors and suppliers that the Bidder wishes to utilize for completing work on the contract.
- c) Requirements for Building Construction and Renovation Contracts: the successful Bidder(s) must provide a copy of a current City of Greater Sudbury Electrical and/or Plumbing License for any Bidders who plan to carry out the work as outlined in the contract specifications. Licenses must be provided at the pre-construction meeting.

28. WORKERS' SAFETY AND INSURANCE

Bidders shall submit, prior to commencement of work, or part of a pre-qualification, a certificate of good standing from the Workers' Safety and Insurance Board of Ontario or independent status.

- a) Please provide the following:
 - i) Workplace Safety & Insurance Board Firm Number
 - ii) Workplace Safety & Insurance Board Account Number
 - iii) a "Clearance Certificate" issued by WSIB indicating that the Bidder's account is in good standing.
- b) The Bidder understands and agrees that the provisions of the Occupational Health & Safety Act and Regulations and the City's Health Safety policies will be strictly adhered to at all times.
- c) The Bidder will provide the following equipment when reporting on construction, renovation or service contracts, where required:

Hard hat; reflective traffic vest; first aid kit; flares; fire extinguisher; hearing protection; eye protection; CSA approved foot wear, and that the equipment will be maintained in good operating order.
- d) The WSIB does recognize "Independent Operators" in the construction industry. This individual will have the following characteristics:

- offers services to various firms; reports to the government as a self-employed business (Revenue Canada/GST); owns and operates his/her equipment.

This person, therefore is not automatically covered for WSIB purposes. This person must contact WSIB for a "worker status ruling" as an independent operator and subsequently provide the City with a copy of the letter from the WSIB.

29. CONTRACT GUARANTEE AND INSURANCE

The Bidder hereby agrees on acceptance,

- a) to perform this contract in accordance with the terms hereof;
- b) to save the City, its agents or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Bidder is not the patentee, assignee or licensee;

29. CONTRACT GUARANTEE AND INSURANCE (cont'd)

- c) to guarantee the work for a period of one (1) year unless otherwise specified herein, such guarantee to be against defective material or workmanship and to make good any consequential damage as a result of such damage or defect or repairs;
- d) to furnish adequate protection from damage for all work, to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other persons;
- e) to pay for all permits, (with the exception of Building Permits), licenses and fees and to comply with all by-laws and regulations of the City and other lawfully constituted authorities and with all relevant statutes or regulations;
- f) must carry Comprehensive General Liability (bodily injury and property damage) in the amount of three million (\$3,000,000) dollars unless otherwise stated. The Comprehensive General Liability Insurance will include coverage for completed operations and contractual liability under this contract. The successful Bidder will be required to provide the City with insurance certificates evidencing the Bidder's compliance certificate of insurance and insurance policies must clearly state that the City of Greater Sudbury as an additional name insured. Before commencement of the work, the Bidder shall provide the City with a certified copy of the insurance.
- g) The Liability Insurance must cover the use of explosives prior to such use when the work involves the use of explosives. The Bidder shall be solely responsible for all damage, loss or costs resulting directly or indirectly from the use of explosives. The Bidder shall indemnify and save harmless the City of Greater Sudbury from and against all claims, demands, loss, damages and costs resulting directly or indirectly from the use of explosives.

With respect to the Comprehensive General Liability Insurance, the City of Greater Sudbury must be added as additional insured.

The certificate(s) of insurance and copies of insurance policy(ies), each stating that this insurance is the primary insurance for purposes of the Bidder's General Liability and property damage and any other claims against the City, must be filed with the General Manager of Public Works within fourteen (14) days of official notification of contract award. The City of Greater Sudbury reserves the right to approve all Certificates of Insurance.

This policy must contain a "No Exclusion for Blasting Clause".

29. CONTRACT GUARANTEE AND INSURANCE (cont'd)

The insurance coverage noted shall be maintained in force throughout the term of the contract. The policy shall provide the City 30 days written notice of any cancellation. The Bidder shall be responsible for deductible amounts under the policies.

All risk property insurance shall be in joint names of the Bidder and the City insuring not less than the sum of the amount of the contract price. The coverage shall be maintained continuously until 10 days after the date of the final certificate of payment.

Automobile Liability Insurance:

Automobile liability insurance in respect of licenced vehicles shall have limits of not less than \$2,000,000 insurance per occurrence for bodily injury, death and damage to property covering all licensed vehicles owned or leased by the Bidder and endorsed to provide the City with not less than 30 days notice in writing in advance of any cancellation.

h) to comply with the provisions of the Occupational Health and Safety Act, Regulations and the City of Greater Sudbury Health and Safety Policies, and the Bidder further agrees that the City shall be at liberty to terminate this contract or halt all or any part of the work there under without incurring any liability to the Bidder, should the Bidder be in breach of the aforesaid Act, Regulations or Policies;

i) to save the City, its agents or employees, harmless from liability of any kind to the Worker's Safety and Insurance Board arising out of the performance of this contract;

j) to employ only licensed tradesmen where so required by law and to furnish satisfactory proof thereof when required by the City.

Supervision:

The Bidder shall keep the Contract under its control and shall not assign, transfer or sublet any portion without first obtaining the approval of the City. The consent of the City to any such assignment, transfer, or subletting shall not relieve the Bidder of any responsibility for the proper commencement, execution and completion of the operation according to the terms of the contract. The Bidder shall receive all notices, communication, orders, instructions, or legal service as if it were performing the work with its own equipment and personnel.

The Bidder shall exercise competent supervision of work at all times through a supervisor who has authority to receive on behalf of the Bidder any orders or communications relating to the Work. Any supervisor or worker who is not acceptable to the City, by reason of incompetence, improper conduct, etc., shall be replaced by the Bidder forthwith.

The Bidder shall abide by the hours of work for occupations involved in accordance with the law of the Province of Ontario or Government of Canada.

For your convenience, the Certificate of Insurance can be downloaded from the City's Web Page at www.greatersudbury.ca.

30. DEPOSIT

A) Each Bidder will submit a Bid Bond, Certified Cheque or Irrevocable Letter of Credit or Money Order with an Agreement to Bond in the amount of **\$10,000.00**.

OR

B) A Certified Cheque, Irrevocable Letter of Credit or Money Order in the amount of **\$15,000.00** which will serve as a performance guarantee until the completion of the project.

The Tender/Proposal deposit of the lowest or successful Bidder shall be retained by the Owner until the contract has been successfully executed and all terms have been fulfilled. This is normally 60 days after award has been made.

Bidder deposit cheques will be returned to unsuccessful Bidders no later than two weeks after the contract award.

A bid deposit from any previous contract is not an acceptable alternative for the bid deposit requested.

The successful Bidder may substitute an Irrevocable Letter of Credit from a Chartered Bank in place of the Certified Cheque. The Irrevocable Letter of Credit should be on the City's form, attached.

Failure to submit the Tender/Proposal deposit in the manner hereinbefore set out will cause a Tender/Proposal to be rejected as an incomplete Tender/Proposal.

If, in the opinion of the Manager of Supplies & Services, General Manager or designate, the Bidder refuses or neglects to perform the work required under this specification in an orderly manner without delay, The City of Greater Sudbury may cancel the contract and demand forfeiture of the monies represented by the deposit cheque and the said City of Greater Sudbury may make such other arrangements for the continuation of the contract as may be deemed advisable and in the best interest of the said City.

Upon such cancellation of the contract, the Bidder shall be entitled to payment for that portion of the work which, in the opinion of the Manager of Supplies & Services, he has completed on the date of cancellation.

30. DEPOSIT (cont'd)

In the event of default or failure on the Bidder's part so to do, the Bidder agrees that the City shall be at liberty to retain the surety or sureties, cash, certified cheque, letter of credit, or bid bond deposited by the Bidder to the use of the City and to accept the next lowest or any Tender/Proposal, or to advertise for new Tender/Proposals, or to carry out the work in any other way it may deem best and the Bidder also agrees to pay the City the difference between this Tender/Proposal and any greater sum which the City may expend or incur by reason of such default or failure, or by reason of such action on the part of the City, including the cost of advertisement for new Tender/Proposals, and to indemnify and save harmless the City and its officers and servants from all loss, damage, cost, charges and expenses which it or they may suffer or be put to by reason of any such default or failure.

31. PERFORMANCE GUARANTEE

If submitting Option 28a) the successful Bidder shall supply, within ten (10) days of written notification by the Owner of the acceptance of his Tender/Proposal, guarantee bonds made in favour of the City of Greater Sudbury, as follows:

- | | | |
|----|----------------------------------|-------------------------------------|
| 1. | Performance Bond | 100% of the Stipulated Sum Contract |
| 2. | Labour and Material Payment Bond | 100% of the Stipulated Sum Contract |

Delivery by the Bidder to the Owner of such Bonds shall be a condition precedent to formalization of a contract.

Costs of such bonds shall be included in the Stipulated Sum bid.

32. RISK

The work shall remain at the risk of the Bidder until delivery of the work covered by this Tender/Proposal.

33. HOLDBACK

In accordance with the Construction Liens Act, a hold back in the amount of 10% of the total Tender/Proposal bid shall be enforced for a period of 45 days after substantial completion.

34. SOILS REPORTS

These reports are prepared for design purposes, and when provided to the Bidders, are for information purposes only. Bidders bidding on or undertaking the works must rely on their own investigation and interpretation of this information, and draw their own conclusions as to how this will affect their bidding and construction techniques.

35. MATERIALS/EQUIPMENT

CSA or ESA Approval or other approved Agencies - all electrical equipment and component parts must be Canadian Standard Association (CSA) approved or Electrical Safety Authority (ESA) approved or other approved agencies.

- a) All materials required by the Bidder in carrying out the terms of this contract shall be supplied at his expense.
- b) The Bidder shall make or cause to be made and shall maintain an inventory of all hazardous materials and all hazardous physical agents that are present in the materials utilized by the Bidder in carrying out the terms of this contract, in accordance with the Occupational Health & Safety Act, as amended and the Controlled Products Regulations under the Workplace Hazardous Materials Information System, as amended.
- c) The Bidder shall ensure that:
 - (i) every container utilized in carrying out the terms of this contract that contains hazardous material is and remains labelled in the prescribed manner. The Bidder ensures that;
 - (ii) an unexpired material safety data sheet, containing such information and in such form as may be prescribed by the above-noted legislation or any other such legislation, is obtained or prepared by the Bidder, and;
 - iii) and material safety data sheets required by Clauses (i) & (ii) are made available by the Bidder in compliance with the above-noted legislation or any other such legislation.
- d) The bidder will meet current and applicable standards of the Occupational Health & Safety Act, Regulations and the City of Greater Sudbury Health and Safety Policies.
- e) Bidder is responsible for Pre-Start Health & Safety Review.

36. PAYMENT

Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustment required, will be withheld.

No money shall become due or be payable under this contract unless and until a certificate therefore shall have been signed by the said Manager of Supplies and Services, General Manager or designate, the possession of which is hereby made a condition precedent to the right of the Bidder to be paid or to maintain any action for such money or for any part thereof.

Progress Payment - will only be provided if it is part of the contract and the terms are agreeable to both the Bidder and the City.

37. QUANTITIES

Where quantities are set out in a Schedule of Unit Prices which forms part of the contract documents, it is pointed out that these quantities are approximate only and are given as a basis for comparing Tender/Proposals only.

Payment will be based on the final quantities used. In the case of an error in extending the unit prices, the unit price shall be used to determine the corrected Tender/Proposal price.

The prices bid by the Bidder shall include all costs incurred as a result of carrying out the work under winter conditions.

Contingency Allowance: Must be included in the bid price and will not be accepted as an addition unless through a change order.

38. CANCELLATION OR DELETION

The City reserves the right to reject any or all Tender/Proposals and the lowest or the highest, as the case may be, will not necessarily be accepted.

The City reserves the right to cancel or delete any portion of the work and the Bidder agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

The City, in its uncontrolled and unfettered discretion, may declare a specific work not within the intent of this contract because of scope or quantity and reserves the right to call and let a separate Tender/Proposal for a similar work covered hereby and the Bidder acknowledges such right and waives any claim for the City's exercise thereof in good faith.

38. CANCELLATION OR DELETION (cont'd)

Notwithstanding the acceptance of a Tender/Proposal or the awarding of the contract by the Manager of Supplies and Services, the contract shall not become effective and shall not be binding upon the municipality until a written contract embodying the instructions, specifications, terms and conditions set out in the Tender/Proposal documents and the accepted Tender/Proposal of the successful Bidder, has been signed by the Manager of Supplies and Services/Purchasing Agent.

In the event of strikes, accidents or unexpected events causing stoppage of work, the City reserves the right to suspend this contract.

39. WITHDRAWAL OF OFFER

A bidder may request that his or her submitted tender be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the bidder wishing to withdraw from a particular Tender must attend at the Purchasing Agent's office and execute an appropriate withdrawal form, signed by a principal of the bidder, or provide a letter from the bidder, signed by a principal, withdrawing the Tender. The Agent and Treasurer together shall then open the Tender Box, retrieve the withdrawn Tender and hand it back unopened to the bidder. The completed withdrawal form, specific to the time of return, shall then be signed by the Agent and Treasurer, placed into the Tender Box and the Tender Box re-locked.

The withdrawal of a tender does not disqualify a bidder from submitting another tender for the same contract provided that all of the tender procedures are observed and the new bid is deposited in the Tender Box prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one (1) Tender from the same bidder may result in the disqualification of the bidder.

The Tender Deposit shall be forfeited to the City when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

40. INDEMNIFICATION (HOLD HARMLESS)

The successful Proponent shall indemnify and hold harmless the City of Greater Sudbury, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City of Greater Sudbury and against all loss, liability, judgements, claims, suits, demands or expenses which the City of Greater Sudbury may sustain, suffer or be put to resulting from or arising out of the Successful proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful proponent, its agent, officials and employees.

41. THE BIDDER/PROPONENT DECLARES THAT:

- a) No person, other than the Bidder has any interest in this Tender/Proposal or in the contract proposed to be entered into.
- b) This Tender/Proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making a Tender/Proposal for the same work, and is in all respects fair and without collusion or fraud.
- c) That several matters stated in the said Tender/Proposals are in all respects true.
- d) The Bidder has carefully examined the locality and site of the proposed works, and offers to enter into a contract and to do all the work, on the terms and conditions, and under the provisions herein set forth, and to accept full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this Tender/Proposal is to continue open to acceptance until this Tender/Proposal is executed on behalf of the City and that the City may at any time without notice, accept this Tender/Proposal whether any other Tender/Proposal has been previously accepted or not, and the Bidder hereby agrees that if the Bidder withdraws this Tender/Proposal before the City shall have considered the Tender/Proposal and awarded a contract, the amount of the deposit on this Tender/Proposal shall be forfeited to the City.
- e) No member of Council or employee of the City has any pecuniary interest, direct or indirect in this Tender/Proposal.
- f) The Bidder as well as his heirs, executors, administrators, successors and assigns are deemed to forfeit all claims against the City under the contract including claims for all work done and/or supplies and/or services furnished under it if it should appear that a member of Council or an employee of the City has been given, has, or is at any time given a pecuniary interest direct or indirect in this Tender/Proposal or a contract resulting from this Tender/Proposal.
- g) No payment will be made under a contract resulting from this Tender/Proposal until an Affidavit or a Statutory Declaration has been sworn by the person claiming payment or by such other person as the Council deems acceptable, to the effect that no member of the Council or employee of the City has any direct or indirect, pecuniary interest in such contract or in the money thereby claimed and that the amount of the claim is correct.

42. FREEDOM OF INFORMATION AND PRIVACY ACT

The City of Greater Sudbury will consider all Bidder responses as confidential subject to the limitations set out under the Municipal Freedom of Information and Protection of Privacy Act, 1989.

43. GENERIC SPECIFICATIONS

To ensure that there are fair and equitable opportunities to all suppliers to bid wherever possible generic specifications will be used to describe goods or services or the term "brand name" or "equivalent" can be used. Equivalent must be approved equal by consultant or end user, in writing.

*Note: Where the City has standardized on products/equipment that product or equivalent will be used.

44. PRIVILEGE CLAUSE

Council, the Manager of Supplies and Services/Purchasing Agent or a Purchaser, as the case may be, shall, in awarding contracts, have regard to:

- (1) compliance with specifications;
- (2) the total acquisition cost;
- (3) the ability, capacity and skill of the Supplier to perform the contract;
- (4) whether the Supplier can perform the contract promptly and within the time specified without delay or interference;
- (5) the quality of performance of previous contracts with the City and with others;
- (6) the sufficiency of the financial resources of the Supplier to satisfy the contract;
- (7) the quality, availability and adaptability of the goods and services to the particular use required;
- (8) the ability of the Supplier to provide future maintenance and services; and
- (9) any other specifications included in the contract
- (10) All tenders/proposals or any tender/proposal may be rejected and contract may be awarded to any supplier not necessarily the lowest or highest as the case may be.

45. RECORD AND REPUTATION

Without limiting or restricting any other right or privilege of the City and regardless of whether or not a Tender or Proposal or Proponent/Bidder otherwise satisfies the requirements of a Tender or RFP, the City may reject summarily any Proposal or Tender from any person where:

- 1) In the opinion of the Council of the City of Greater Sudbury or the Manager of Supplies & Services/Purchasing Agent, the commercial relationship between the City and the Bidder/Proponent has been impaired by the prior and/or current act(s) or omission(s) of such Bidder/Proponent including but not limited to:
 - a) litigation with the City of Greater Sudbury;
 - b) the failure of the Proponent/Bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the City by such Proponent, after the City has made demand for payment of same;
 - c) the refusal to follow reasonable directions of the City or to cure a default under any contract with the City as and when required by the City or the City's Representatives;
 - d) the Proponent refusing to enter into a contract with the City after the Proponent or Bidders tender or proposal, bid or quote has been accepted by the City;
 - e) the Bidder/Proponent refusing to perform or to complete performance of a contract with the City, at any time, after the Proponent has been awarded the contract by the City;
 - f) act(s) or omission(s) resulting in a claim by the City under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on a RFP or a Tender; within the five (5) year period immediately proceeding the date on which the RFP/Tender is awarded;
- 2) In the opinion of the Council of the City of Greater Sudbury or General Manager or the Manager of Supplies & Services/Purchasing Agent or designate, there are reasonable grounds to believe that it would not be in the best interests of the City to enter into a contract with the Proponent/Bidder, including (without limiting the generality of the foregoing);
 - a) the conviction of that person or any person with whom that person is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;

45. RECORD AND REPUTATION (cont'd)

- b) the conviction or finding of liability of that person under the *Criminal Code* or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
- c) the conviction or finding liability of that person under the *Environmental Protection Act*, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business.
- d) the conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
- e) the conviction or finding of liability of that person under the *Securities Act* or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

46. VALIDITY OF TENDERS

See Schedule 'C' to Purchasing By-Law 2006-270, attached hereto.

47. ALL TERMS AND CONDITIONS MUST CONFORM TO THE CITY'S PURCHASING BY-LAW, 2006-270.

48. ERRORS AND OMISSIONS

The City of Greater Sudbury shall not be held liable for any errors or omissions in any part of this Tender/Proposal. While the City of Greater Sudbury has used considerable effort to ensure an accurate representation of information in this Tender/Proposal, the information contained in the Tender/Proposal is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City of Greater Sudbury, nor is it necessarily comprehensive or exhaustive. Nothing in the Tender/Proposal is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Tender/Proposal.

49. CONFLICT OF INTEREST

All firms are required to disclose to the City any potential Conflict of Interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful proponent, the City may, at its discretion, refrain from awarding the project to the proponent.

The proponent covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The proponent further covenants that in the performance of this contract no person having such known interest shall be employed.

50. ALTERNATIVE PROPOSALS (Not applicable for Tenders)

Proponents may wish to submit one (1) or more proposals representing an alternative to the requirements of the Terms of Reference. Such alternatives are welcome, provided that they comply with the essential requirements set forth in this document and contain adequate justification (including costs) to the alternatives to allow comparison to the base submissions. The evaluation committee will be the sole decision maker on what alternative is acceptable. Proposals that do not comply with the essential requirements are not encouraged and will be rejected. If you are submitting an alternative proposal, attach the alternative to the Proposal Bid Form and submit in one (1) envelope. Do not alter the original Proposal Bid Form provided.

51. EXCLUSIVITY CLAUSE

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement executed with the successful proponent will not be an exclusive contract for the provision of the described deliverables. The City may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

52. COMMUNICATIONS

All communication must be directed through the Supplies and Services Section (as noted in the covering letter) before and after the close of the Tender or Request for Proposal. This is to ensure that all bidders and proponents receive the same answers to all questions and in the case of RFP evaluations, Committee members are not subject to lobbying.

Bidders and proponents that do not follow this instruction may be subject to disqualification.

53. RESULTS

The results of the successful proponent and the accepted price shall be deemed public information following the award of the contract, however unit prices will not be disclosed where proposals were requested as a total contract price.

Pricing of all other proponents submissions may be released upon request through the Purchasing Agent. Unsuccessful proponent(s) may request information regarding their evaluation from the Purchasing Agent.

54. ELECTRONIC COMMERCE

When proponents are provided with the option of emailing their proposal response to the noted tender email address, please ensure that the representative authorized to bind the corporation/company /partnership signs the proposal bid form via electronic signature.

55. TERMS OF PAYMENT

The terms of payment for all invoices relating to this tender/proposal are net 30 days unless otherwise specified in the document.

IRREVOCABLE LETTER OF CREDIT – SAMPLE ONLY

Letter of Credit No. _____ Amount: \$ _____

Initial Expiry Date: _____

TO: The City of Greater Sudbury
P.O. Box 5000, Station 'A'
Sudbury, ON P3A 5P3

WE HEREBY AUTHORIZE (The City of Greater Sudbury) YOU TO DRAW ON THE
_____ (Name of Bank and Branch)

(of _____, _____)
City Postal Code

for the account of
(Bank Customer)

UP TO THE AGGREGATE AMOUNT OF _____
(Dollar Amount, Canadian)

\$ _____, Payable on Demand.
(available on demand as follows)

accompanied by the original of this Letter of Credit when fully drawn down)

PURSUANT TO THE REQUEST OF our customer: _____, (Bank Customer)
we the _____,
(Name of Bank)

hereby establish and give to you an Irrevocable Letter of Credit in your favour in the total amount of
as required pursuant to an Agreement made between the City of (Bidder) Greater Sudbury and
which may be drawn on by you at any time, and (Landowner)
from time to time, upon written demand for payment made upon us by you, which demand we shall honour without
inquiring whether you have the right as between yourself and the (our) said customer to make such demand, and without
recognizing any claim of our said customer, (or objection by it to payment to you).

WE UNDERSTAND THAT THIS LETTER OF CREDIT relates to services to be performed pursuant to an agreement between the customer and the municipality and referred to as the

(Name of Project)

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing (given to us) to the undersigned from time to time by the (you) municipality.

It is understood that this obligation is between the _____
(Bank Name)

and The City of Greater Sudbury and any notice referred to in the preceding paragraph shall not be used for any other purpose than herein set forth.

It is further understood that the obligation of the undersigned under this Credit is an obligation to pay money only and that in no circumstances shall the _____ be obliged to perform or cause
(Bank Name)

to be performed any work under the said Agreement.)

THIS IRREVOCABLE LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to the condition hereinafter set forth.

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment for year to year from the present or any future expiration date hereof, unless at least 30 days prior to any such future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period.

THIS IRREVOCABLE LETTER OF CREDIT will continue to _____ and will
(date-one year)

expire at our counters on that date and you may call for payment of the full amount outstanding under this Irrevocable Letter of Credit at any time up to the close of business on that date. It is a condition of this Irrevocable Letter of Credit that it shall be deemed to be automatically extended for one year from the present or of any future expiration date hereof, unless thirty days prior to any such date we shall notify you in writing by Registered Mail that we elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice, you may draw hereunder.

Partial drawings are permitted.

The demand drawn under this Irrevocable Letter of Credit is to be endorsed and shall state on its face that it is drawn on

_____,
(Bank Name)

(Bank Address)

Irrevocable Letter of Credit # _____, dated _____.)

DATED AT _____, Ontario, this _____ day of _____, 2006.

COUNTERSIGNED

BY:

(Name of Bank)

Per:

"I have the authority to bind the Company/Corporation/Partnership."

Per:

"I have the authority to bind the Company/Corporation/Partnership."

SCHEDULE "C"

to By-Law 2006-270 of the City of Greater Sudbury

	IRREGULARITY	RESPONSE
1	Late Bid.	Automatic rejection and not opened or read publicly.
2	Unsealed Envelope.	Automatic rejection.
3	No Bid Security or agreement to bond or insufficient Bid Deposit or agreement to bond.	Automatic rejection.
4	Bids completed and/or signed in erasable medium.	Automatic rejection.
5	Bids received on documents other than those provided or specified by the City.	Automatic rejection.
6	Failure to execute Agreement to Bond (Surety's Consent) or Bonding company corporate seal or signature missing from Agreement to Bond.	Automatic rejection.
7	Bids, in which all necessary Addenda, which have financial implication, have not been acknowledged.	Automatic rejection.
8	(a) Failure to execute Bid Bond by Bidder and Bonding Company. (b) Corporate seal of the Bidder and Bonding Company, missing.	Automatic rejection. 48 hours to correct.
9	Documents - Execution	
	(a) Corporate seal and signature missing; signatory's authority to bind the corporation and signature missing. (b) Corporate seal or signature missing; signatory's authority to bind the corporation or signature missing.	Automatic rejection. 48 hours to correct.
10	All required sections of Bid documents not completed.	Automatic rejection unless, in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor, the incomplete nature is trivial or insignificant.
11	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection unless, in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor, the qualification or restriction is trivial or not significant.

SCHEDULE "C"

to By-Law 2006-270 of the City of Greater Sudbury

Page 2 of 2

	IRREGULARITY	RESPONSE
12	Erasures, Overwriting or Strike-Outs which are not initialed:	
(a)	Unit prices in the Schedule of Prices which have been changed but not initialed and the Contract totals are inconsistent with the price as changed;	Automatic rejection.
(b)	Uninitialled changes to the Tender documents, other than unit prices, which are trivial or not significant;	48 hours to initial. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor.
(c)	Unit prices in the Schedule of Prices have been changed but not initialed and the Contract totals are consistent with the price as changed;	48 hours to initial change in unit price. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor.
13	Bids Containing Clerical Errors, which are trivial or insignificant.	48 hours to correct and initial errors. The determination of what constitutes trivial or insignificant errors shall be made in the consensual opinion of the Agent, General Manager in charge of the Bid Solicitation and the City Solicitor
14	Mathematical errors which are not consistent with unit prices.	48 hours to initial corrections as made by the Supplies and Services Division.
15	Any other irregularities.	The Agent, General Manager in charge of the Bid Solicitation and the City Solicitor acting in consensus shall have authority to waive other irregularities or grant 48 hours to initial such other irregularities, which they jointly consider to be trivial or insignificant.



Certificate of Insurance - Contractors

This is to certify that the insured, named below is insured as described below.

Name of Insured				Telephone Number (Area Code)						
Insured's Address			City			Postal Code				
Contract Title and Number To Which This Certificate Applies										
Full Description of Work										
LIABILITY	INSURER'S NAME	POLICY NUMBER	POLICY PERIOD						LIABILITY LIMITS (Bodily Injury & Property Damage-Inclusive)	DEDUCTIBLE
			From 12:01 am			To 12:01 am				
Commercial General Liability			yr	mo	day	yr	mo	day	\$	\$
Umbrella/Excess <input type="checkbox"/> Follow Form Auto <input type="checkbox"/> Follow Form Liability			yr	mo	day	yr	mo	day	\$	\$
Commercial General Liability	Includes: Occurrence Basis, including Personal Injury, Property Damage, Broad Form Property Damage (including Completed Operations), Contractual Liability, Non-Owned Auto Liability, Operations Performed by Sub-Contractors, Employees As Additional Insureds, Products-Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.									
CHECK WHICH OF THE FOLLOWING ARE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY POLICY:										
<input type="checkbox"/> CCDC Compliance		<input type="checkbox"/> Total Pollution Exclusion		<input type="checkbox"/> Standard Pollution Exclusion			<input type="checkbox"/> Limited Pollution Coverage (120 Hour)			
<input type="checkbox"/> Hot Process Roofing Exclusion / Restriction			<input type="checkbox"/> Off-Premise Welding Exclusion			<input type="checkbox"/> Off-Premise Welding Limit \$				
CHECK WHICH OF THE FOLLOWING ARE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY POLICY: (When NOT Performed By Sub-Contractors)										
<input type="checkbox"/> Underpinning Coverage		<input type="checkbox"/> Pile Driving Coverage		<input type="checkbox"/> Demolition Coverage			<input type="checkbox"/> Blasting Coverage		<input type="checkbox"/> Collapse	
<p>The CITY OF GREATER SUDBURY has been added as an additional insured to the above policies but only with respect to their interest in the operations of the Named Insured.</p>										

OTHER POLICIES	INSURER'S NAME	POLICY NUMBER	POLICY PERIOD						LIMITS OF COVERAGE
			From 12:01 am			To 12:01 am			
			yr	mo	day	yr	mo	day	
Motor Vehicle Liability "All vehicles owned or operated by the insured"									\$
Builder's Risk									\$
Environmental Impairment Liability									\$
Asbestos Abatement									\$
Mold Remediation									\$
Professional Liability									\$
Watercraft									\$
Other									\$

This certifies that the policies of insurance described above have been issued by the undersigned to the Insured named above and are in force at this time. If cancelled or materially changed in any manner that would affect the CITY OF GREATER SUDBURY as outlined in coverage specified herein for any reason, so as to affect this certificate, thirty (30) days prior written notice with the exception of motor vehicle liability being fifteen (15) days prior written notice, by registered mail or facsimile transmission will be given by the insurer(s) to:

**CITY OF GREATER SUDBURY, ATTENTION: RISK MANAGEMENT / INSURANCE OFFICER
200 BRADY STREET, P.O. BOX 5000, STATION A, SUDBURY, ON, P3A 5P3 FAX: (705) 673-0344**

This certificate is executed and issued to the aforesaid City of Greater Sudbury, the day and date herein written below.

Name and Address of Insurance Company or Broker (completing form)			Telephone Number with Area Code			Fax Number with area code		
Name of Authorized Representative or Official (Please Print)			Signature of Authorized Representative or Official			Date (Year, Month, Day)		

SAMPLE

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as for

_____ a bond
(BIDDER'S NAME)

totalling One Hundred Per Cent (100%) of the Contract amount, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, if the Tender for

_____ is
(CONTRACT NUMBER & TITLE)

accepted by the City of Greater Sudbury.

It is a condition of this Agreement that if the above mentioned Tender is accepted, a Performance Bond must be completed with the undersigned within fourteen (14) days of acceptance of the Tender related thereto, otherwise this Agreement shall be null and void.

DATED this _____ day of _____ 2007.

SEAL

Name of Bonding Company

Signing for Bonding Company

July 23, 2007



**CONTRACT IES07-134
TENDER FOR THE INSPECTION & REHABILITATION OF
VARIOUS WELLS IN VALLEY EAST,
CITY OF GREATER SUDBURY**

SCOPE OF WORK

This document outlines a program for well rehabilitation for the following municipal water supply wells in the City of Greater Sudbury:

- Linden Well – Well “F”
- Well “J”

The Wells listed for rehabilitation are not performing to expectations and are listed in order of priority for rehabilitation. Due to the present limited pumping capacity of the above-noted Wells, the well and pump rehabilitation **must be completed by October 31st, 2007**. Based on seasonal conditions, only one Well may be rehabilitated at a time. Concurrent rehabilitation of more than one Well will require discussion with CGS Water & Wastewater staff.

The intent of the work is to rehabilitate the well to improve the well performance. The rehabilitation program shall include all labour, materials, equipment, tools required to perform the work. All work shall be completed in accordance with Ontario Regulation 903, City of Greater Sudbury General Terms and Conditions, Health and Safety Policies and the OHSA.

Each Well description contains the following from 1997 Well test reports:

- Report comments
- Building plan
- Well Information
- Performance Chart
- Drawdown Findings
- Installation Plans

The following tasks describe the work to be performed:

Task 1 – Pre Rehabilitation Performance

1. Pre-rehabilitation performance testing of well and pump at a minimum of three rates up to 45 L/s for duration of one (1) hour for each step. For each step rate monitor and record pumping water levels, discharge pressure, flow rate and motor current on a one (1) minute interval for the first 15 minutes, followed by five (5) minute intervals. Monitor and record vibration, turbidity and sand content for each step rate using Rossum type sand tester or approved equivalent.

2. Pull existing line shaft pump. Clean and inspect column pipe, shafting, discharge head, stuffing box, etc. Clean and dismantle bowls and inspect. Provide report on condition of pump and components including recommendations for repair and or replacement. If servicing of the pump is required refer to **task 3**.
3. Perform static video of well (approximate well depth 25 m). Use colour camera with both down hole and side scan capability (Laval R-2000 camera or an approved equivalent). Down run in down hole view, up run in side scan view. Record image in DVD format.
4. Prepare report on pump inspection and testing including recommendations for any repairs or service that needs to be performed.

Task 2 - Well Rehabilitation

1. Install inflatable packer assembly to isolate screened portion of the well and prevent blow out of acid from the top of the well. Inject up to 1000 liters of well treatment solution into well and force into screened interval with water. Vent off excess pressure build-up to above ground bin. (Treatment solution to consist the following mixture: 1000 Liters 20 Baume HCL and 10 Liters Johnson NuWell-310 bio-dispersant). Surge solution in and out of screen using surge block or air displacement methods. Once reaction is complete airlift solution from well into an above ground bin and neutralize (bin to be minimum volume of 5000 liters). Dispose of spent solution as directed by the City of Greater Sudbury Operations Staff. Surge and airlift pump until well water is clear. Clear water to be discharged to surface or storm sewer. (Continue surging and airlifting at the direction of the City of Greater Sudbury). Pull acid injection/ airlift assembly. Repeat treatments as required based on direction from the City of Greater Sudbury. (Include for a minimum of two treatments). NOTE: Contractor may use approved equivalent method.
2. Perform post rehabilitation static video survey using Laval R2000 camera or an approved equivalent. Repeat video procedure from Task 1-3. Carefully examine screened portion of the well and visually assess the effectiveness of the treatment.
3. Assess the effectiveness of the treatment. Testing results shall be compared with historical test to determine if treatment has restored well to original efficiency. Provide additional treatments as necessary for well to reach peak performance
4. Prepare final report on final results in both hard copy and DVD format.

Task 3 – Pump servicing

This work would be carried out after the completion of the well and pump performance testing.

Pump servicing consists of the following:

- Removal of the pumping equipment
- Disassembly, cleaning and inspection
- Replacement of standard wearing parts
- Reassembly and painting with protective paint

Task 4 – Re-installation of Pumping equipment into Well

- Re-installation of the pumping equipment
- Pump performance check
- Chlorination of the well

All work to be carried out by MOE-licensed pump and well technicians

Water quality sampling will be conducted by CGS Water & Wastewater staff prior to re-commissioning of the wells. The contractor must provide twenty-four hours notice to CGS staff for sampling.

Three (3) hard copy reports and three (3) compact discs containing the reports will be supplied to the project manager within two weeks of the completion of this project.

Contractor Indoctrination

The Contractor is hereby advised that each member of the Contractor's workforce including sub-contractors shall be required to:

- a) Comply with the City's Health and Safety regulations, Entry Into Confined Space regulation and Respiratory Protective Equipment/Clean Shaven policy.

For information concerning the City of Greater Sudbury Health & Safety Policies please contact Brad Johns, P. Eng. Water & Wastewater Services Facilities Engineer at 705-674-4455 ext. 3625.

- b) Successfully complete the NORCAT Water/Wastewater Works Safety Awareness training for City of Greater Sudbury facilities. The course including registration is accessible via the Internet at the NORCAT web site <http://www.norcattraining.com/courses.asp>. Registration can also be made by phone at 705-521-8324 extension 243, Monday to Friday, 9:00 a.m. to 4:00 p.m. or by fax at 705-521-1040. The cost of the training, as established by NORCAT, shall be the sole responsibility of the Contractor.
- c) Comply with the following Worker Requirements and carry valid proof of said certification:
 - i) NORCAT Water/Wastewater Works Safety Awareness training
 - ii) Quantitative Respirator Fit Test
 - iii) WHMIS training
 - iv) Fall Arrest training
 - v) Appropriate work wear
 - vi) Personal Respirator
- d) Attend a mandatory site specific indoctrination meeting. This indoctrination is intended to familiarize those working on the property with various plant alarms, protocols, and emergency procedures.
- e) Submit a Contractor Daily Work Plan to be completed daily as a condition of access by any contractor or sub-contractor working at the CGS Plant Facilities. Any variance in the

work plan shall be communicated to the Plant Supervisor or designate.

These forms will be posed for CGS employee information and used to track and provide documentation of the Contractor's activities at CGS Plan Facilities as well as to assist our staff in the execution of emergency procedures.

Water quality sampling will be conducted by CGS Water & Watsewater employees. CGS staff will inspect prior to recommission of well.

4 Hard copies and 3 DVD's will be required.

Forms are to be submitted to the attention of one of the following supervisors or designate:

Water Treatment Plant Supervisor III:

Gary Comin

Phone: 694-3010, ext. 30

Fax: 694-4720

Water Treatment Plant Supervisor II

John Pollock

Phone: 969-8081

Fax: 969-7919

Access to Water/Wastewater facilities shall be granted only to those workers who have complied with the above requirements. Failure to comply will result in a possible work stoppage and removal of access privileges.

Requirements

(For Successful Bidder only)

The successful bidder must supply proof of current General Commercial Liability Insurance in the amount of \$3 Million, Automobile Liability Insurance in the amount of \$2 Million as well as a current WSIB Clearance Certificate.

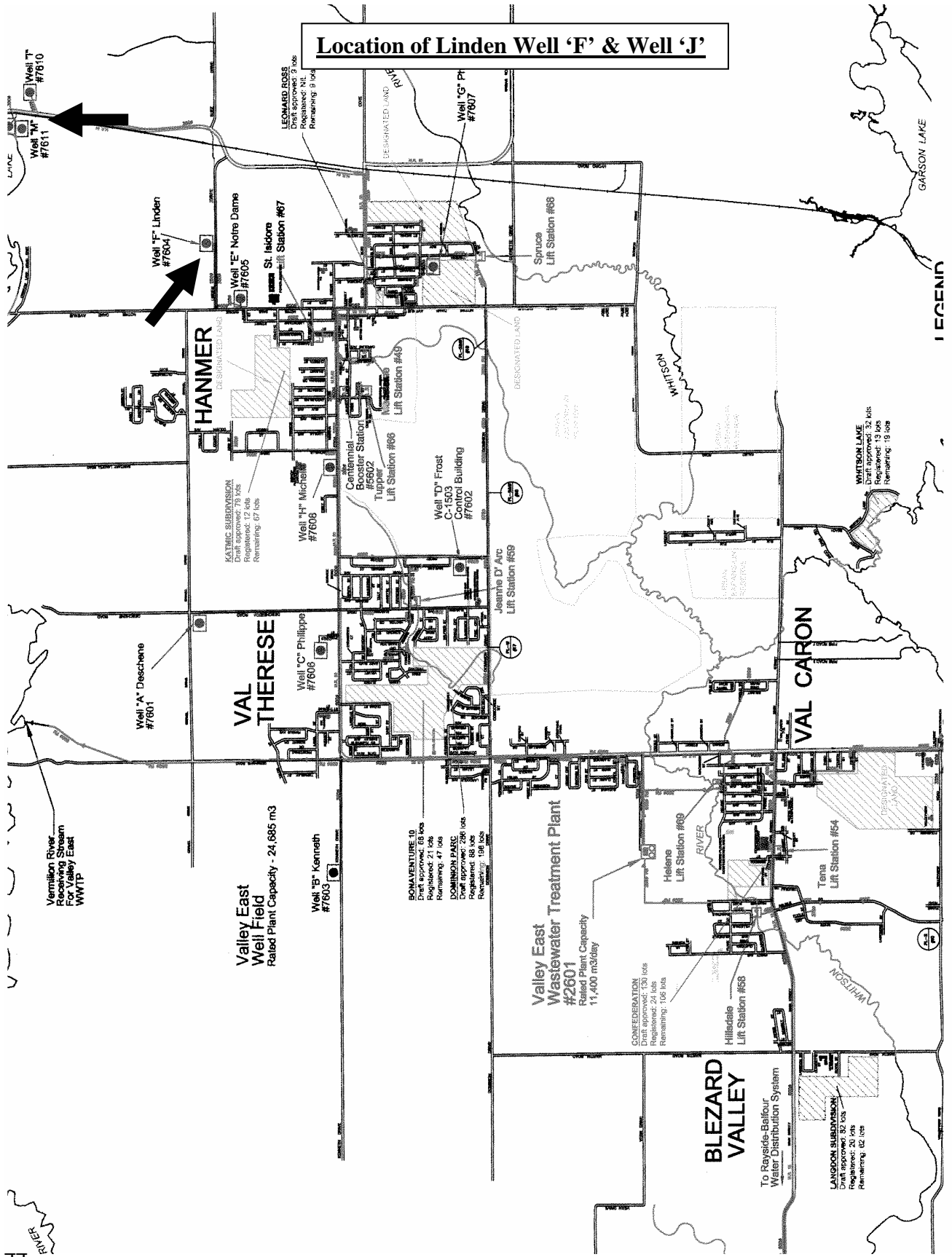
Lowest or any Quotation not necessarily accepted.

City of Sudbury

Valley East Wells – Pump Service Record

	Constructed	Last Pump Service	Last Well Rehabilitation	Well Performance After Rehabilitation
Well “F” – Linden Well	1970	1997	1997	81% of Original Performance
Well “J”	1970	1997	1997	Similar to Original Performance

Location of Linden Well 'F' & Well 'J'



Vermilion River Receiving Stream For Valley East WWTP

Valley East Well Field
Rated Plant Capacity - 24,685 m3

Valley East Wastewater Treatment Plant #2601
Rated Plant Capacity 11,400 m3/day

BLEZARD VALLEY
To Rayside-Balfour Water Distribution System

LANGDON SUBDIVISION
Draft approved: 20 lots
Registered: 20 lots
Remaining: 02 lots

CONSERVATION
Draft approved: 133 lots
Registered: 24 lots
Remaining: 109 lots

SONTAVENTURE 10
Draft approved: 68 lots
Registered: 21 lots
Remaining: 47 lots

DOMINION PARC
Draft approved: 296 lots
Registered: 6 lots
Remaining: 290 lots

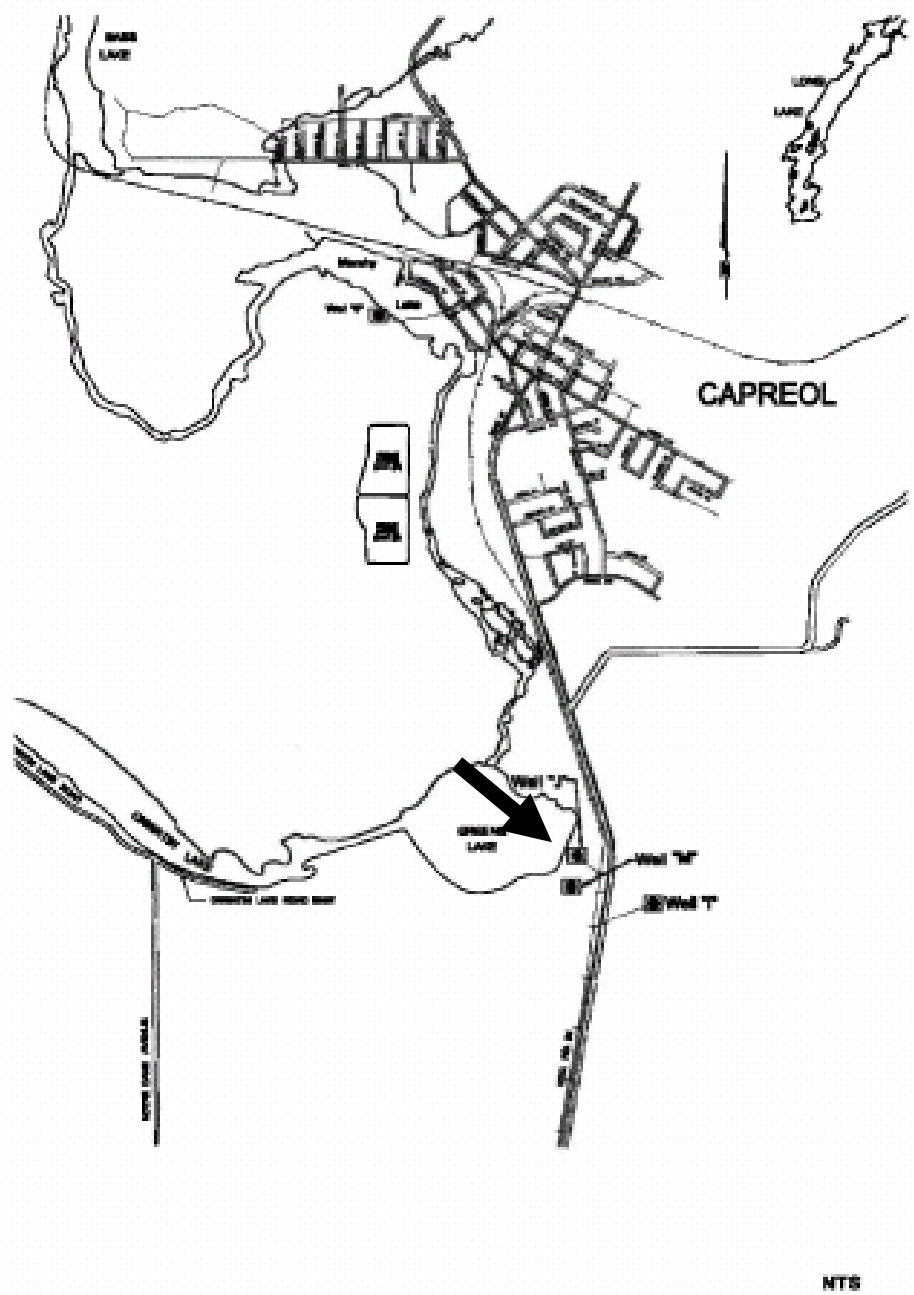
WHITTON LAKE
Draft approved: 32 lots
Registered: 13 lots
Remaining: 19 lots

KALIMIC SUBDIVISIONAL lots
Registered: 12 lots
Remaining: 67 lots

RIVER

LEGEND

Location of Well 'J'



International Water Supply Ltd.

MONTREAL - BARRIE - SASKATOON

GROUNDWATER ENGINEERING

**CITY OF GREATER SUDBURY
WELLS I, J AND M
LOCATION MAP**

REV:

DRG: T. Brown

DRAWING NO.

FILE: Sudbury LM map.MXD

June 27, 2005

REV:

CHK: S. A. Wilson

A05112

DESCRIPTION OF THE WELLS

LINDEN WELL – WELL “F”

Site Description

The water treatment process is undertaken on site at Well “F” - Linden, located on Linden Street in the community of Valley East, in the City of Greater Sudbury. There is one main structure on the property that houses the well and treatment system, as shown on Figure B1-1. Refer to building layout attached. Treated, potable water is pumped through a 150 mm diameter discharge line into the distribution system.

Well Overview

Well “F” - Linden Well is a 305 mm diameter 28.0 m deep drilled groundwater production well servicing the community of Valley East in the City of Greater Sudbury. The well is rated by the Permit To Take Water for a maximum daily flow of 3,268.80 m³/day. The well is equipped with a vertical turbine well pump, rated at 2,270 L/min at a TDH of 61.6m, with a 150 mm diameter discharge line connected to the well pump header in the pump house.

The well pump house contains stand-by power, treatment and control facilities including a 150 mm diameter pump header and appurtenances connected to the feeder watermain, as well as a flow meter. The pump house includes gas chlorine disinfection and fluoridation.

The primary disinfection system consists of:

- One (1) U.V. reactor rated for a maximum design flow of 37.8 L/s and capable of delivering a minimum dose of 40 mj/cm² at a U.V. transmittance of 90% complete with online U.V. dose and intensity analysers.

The secondary disinfection system consists of:

- One (1) 68kg cylinder and weigh scale with pressure regulator;
- One (1) 4.5 kg/d capacity chlorinator and the associated equipment;
- Instrumentation and controls including gas detector and alarm system (located in a separate room of the pump house); and
- Chlorine solution feed line to the chlorine solution diffusers located on the discharge to the distribution system.

The fluoridation system uses hydrofluorosilicic acid solution. The system is comprised of:

- One (1) 300 L container of hydrofluorosilicic acid solution;
- One (1) chemical feed metering pump with an approximate capacity of 0.69 L/h at a maximum backpressure of 290 p.s.i.; and
- A chemical feed line to the discharge to the distribution system.

The distribution system consists of a 250 mm diameter feeder watermain with appurtenances and with no service connections for approximately 800 m, providing a chlorine contact time before the first consumer of approximately 25 minutes at the approved peak flow of 2,270 L/min.

Table 2: Summary of Specific Capacity – Linden Well - Well “F”

DATE	PUMPING RATE		SPECIFIC CAPACITY drawdown	
	(L/s)	(IGM)	(L/s/m)	(IGM/ft)
1970	11.3500	150	8.1674	32.9
	22.7000	300	8.6639	34.9
	34.0500	450	8.5894	34.6
1983	18.9167	250	8.2916	33.4
	37.8333	500	7.6461	30.8
1997	13.2417	175	5.9332	23.9
	26.4833	350	5.6601	22.8
	39.7250	525	5.7842	23.3

The head produced at 0, 175, 350, and 525 IGM was plotted in comparison to the original curve. There has been a loss of pressure and capacity such that at the current operating rates of 28 L/s (370 IGM) the pump is producing 81% of original capacity and at design flow the pump is operating at 56% of capacity. The pump appears to be both worn and the water passages plugged. To restore performance and minimize the risk of mechanical failure a general overhaul is recommended. A copy of the original test curve with the values from 1997 is enclosed.

Table 3 provides a comparison of the flow meter readings versus the orifice plate used to conduct the step test.

Table 3: Flow Meter Recordings – Linden Well – Well “F”

PUMPING RATE	FLOW METER	% ERROR
Step 1 – 175 IGM	178.4	+1.9
Step 2 – 350 IGM	343.6	-1.8
Step 3 – 525 IGM	488.0	+7.0

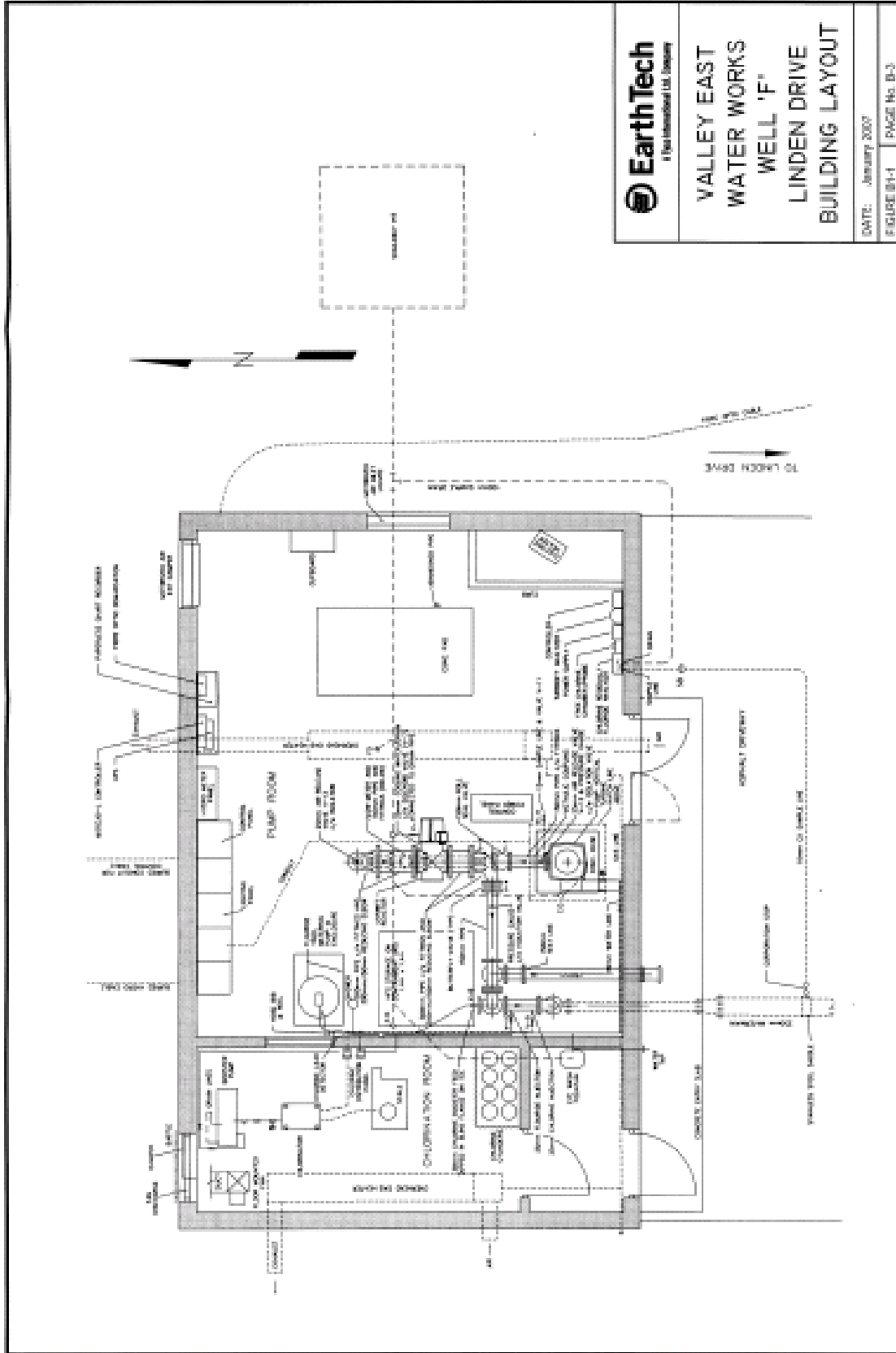
The flow meter indicates similar values to the orifice plate readings.

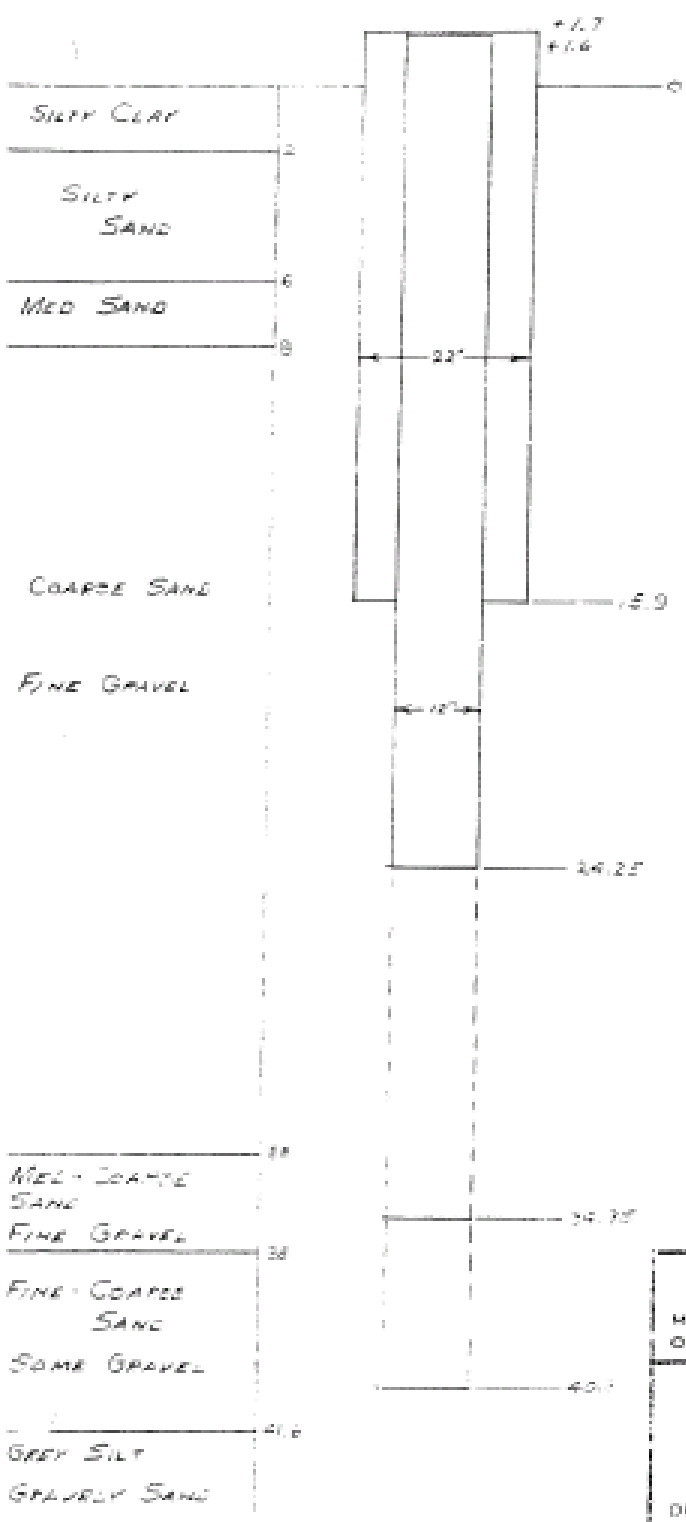


**VALLEY EAST
WATER WORKS
WELL 'F'
LINDEN DRIVE
BUILDING LAYOUT**

DATE: January 2007

FIGURE B1-1 PAGE No. B-3





Well Material

Outer Casing 17.5' Or 22"
 Inner Casing 25.85' Or 12"
 Screen 5.35' Or 12" #20; 10.30' Or 12" #15
 Plug S.S. PLATE
 Gravel 4425 lb Or 1.3 x 1.5; 1500 lb 1.2 x 1.2

Pump

No. Setting BP-MB
 No. Stages Length Bowl
 Bowl Size Ø Lgth. Suction
 Head Size Column

Materials or setting details other than standard:
 Impellers: Trim

Motor

Make Phase
 H. P. Cycles
 R. P. M. Volts
 Type Amps.
 Frame Serial
 Bearing Nos.

Special Equipment

Well No. 'F'

B. P. referred to original ground level _____
 Clear depth below B. P. _____
 Started 11 Dec / 70 Final Test _____
 Preliminary Test 4 Jan / 71 Static Level 20.57
 Final Test _____ Pumping Level 23.50
 Guarantee _____ 1 G P M Capacity 3.53 1 G P M
 Contract Pressure _____ Pressure Pump _____
 Length Air Line _____ Main _____

INTERNATIONAL WATER SUPPLY LTD.

MONTREAL	LONDON, CANADA	SASKATOON
QARVILLE	WATER SUPPLY CONTRACTORS	VANCOUVER

OWRC
 BLEZARD VALLEY

DRILLED BY: M. C. PUGHEN DRAWN BY: R. S.
 INSTALLED BY: APPROVED BY:

MEMPHIS, TENN.

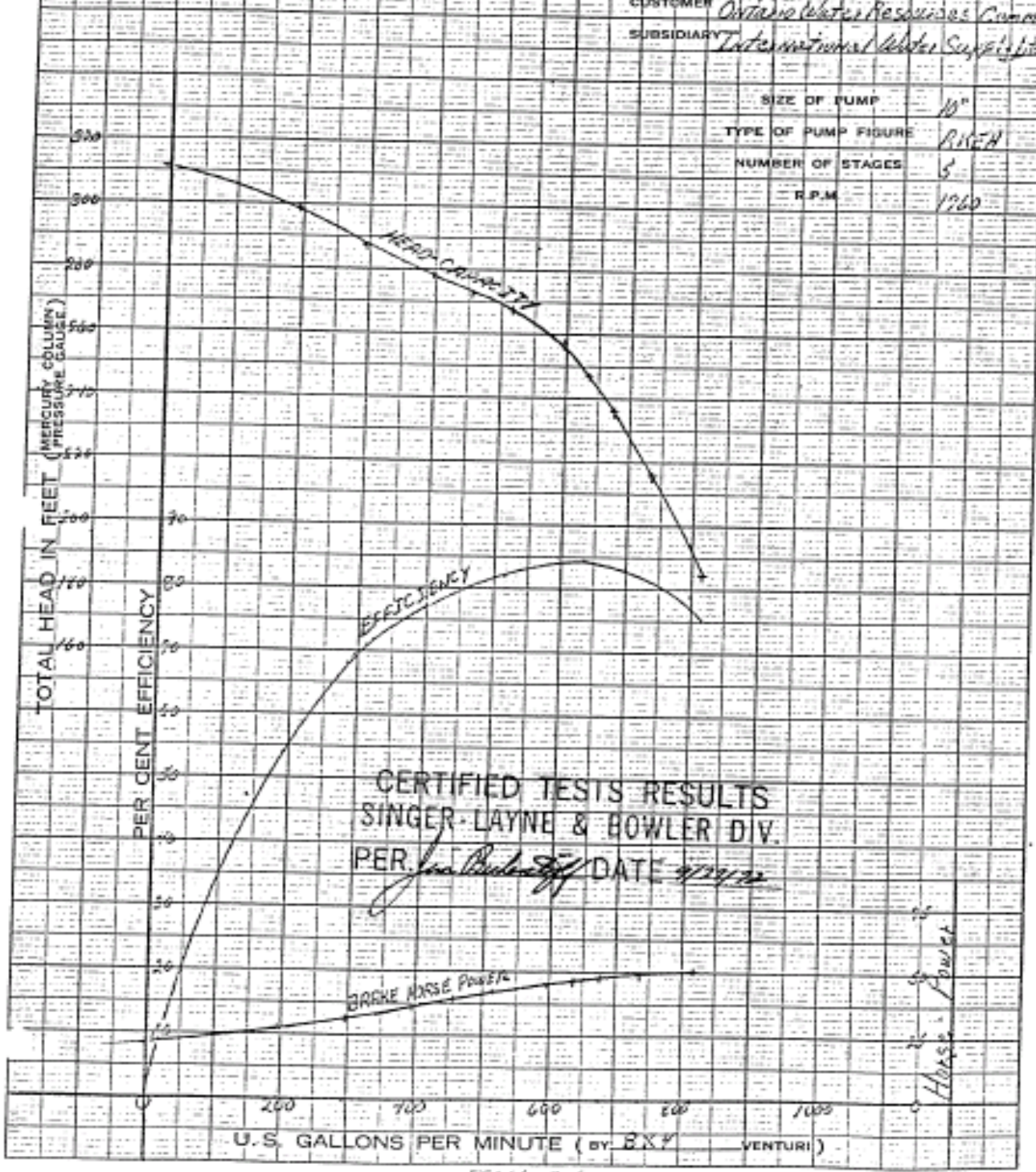
864-26

DATE 9/29/72

SIZE DISCHARGE COLUMN	6x10"	IMPELLER	SRK19	PUMP NO.	72703
SIZE OF SUCTION PIPE	6"	FINISH	STL	ORDER NO.	720-3278
LUBRICATION	Water	DIAMETER	Full		

CUSTOMER *Ontario Water Resources Comm*
 SUBSIDIARY *International Water Supply Co*

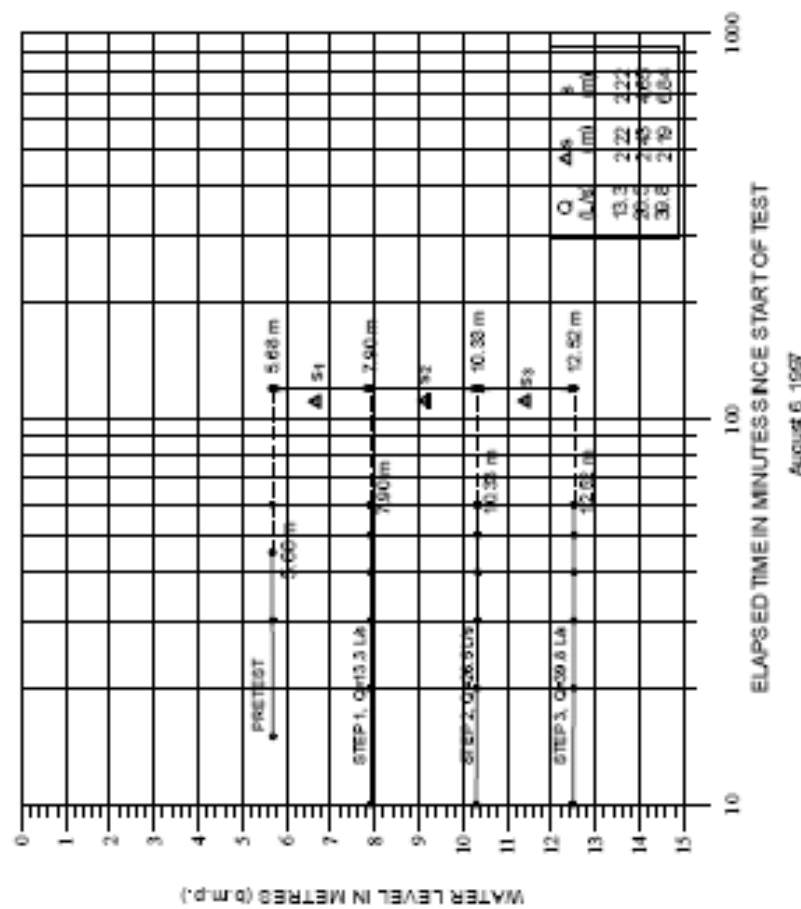
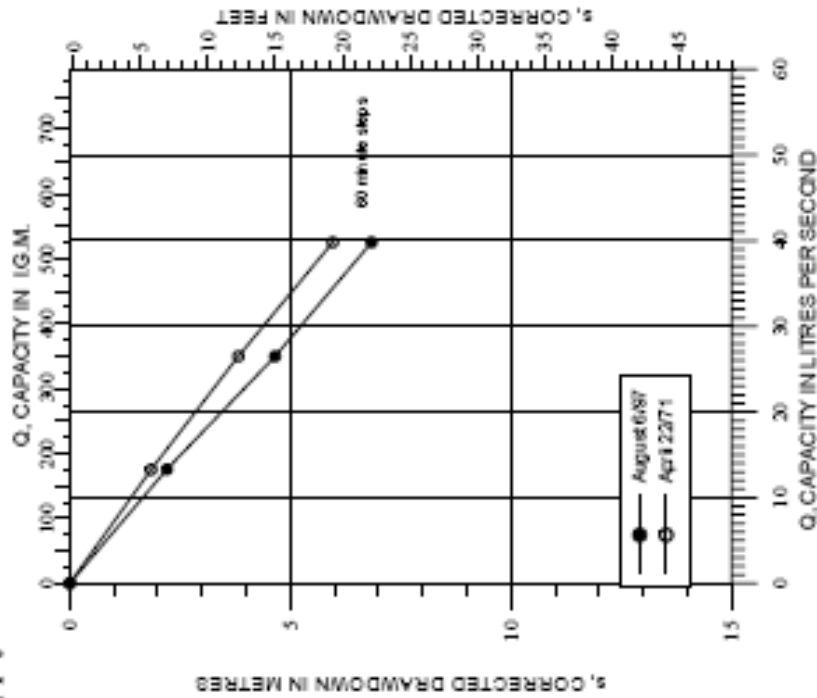
SIZE OF PUMP 10"
 TYPE OF PUMP FIGURE *R16H*
 NUMBER OF STAGES 5
 R.P.M. 1760



864-26

SCHEFFEL & ESSER CO. P. 7

International Water Supply Ltd.



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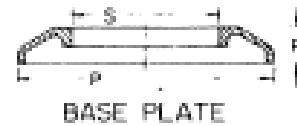
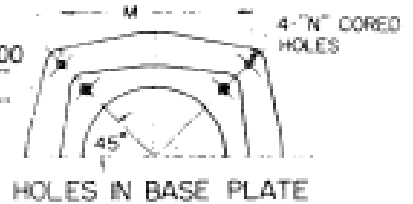
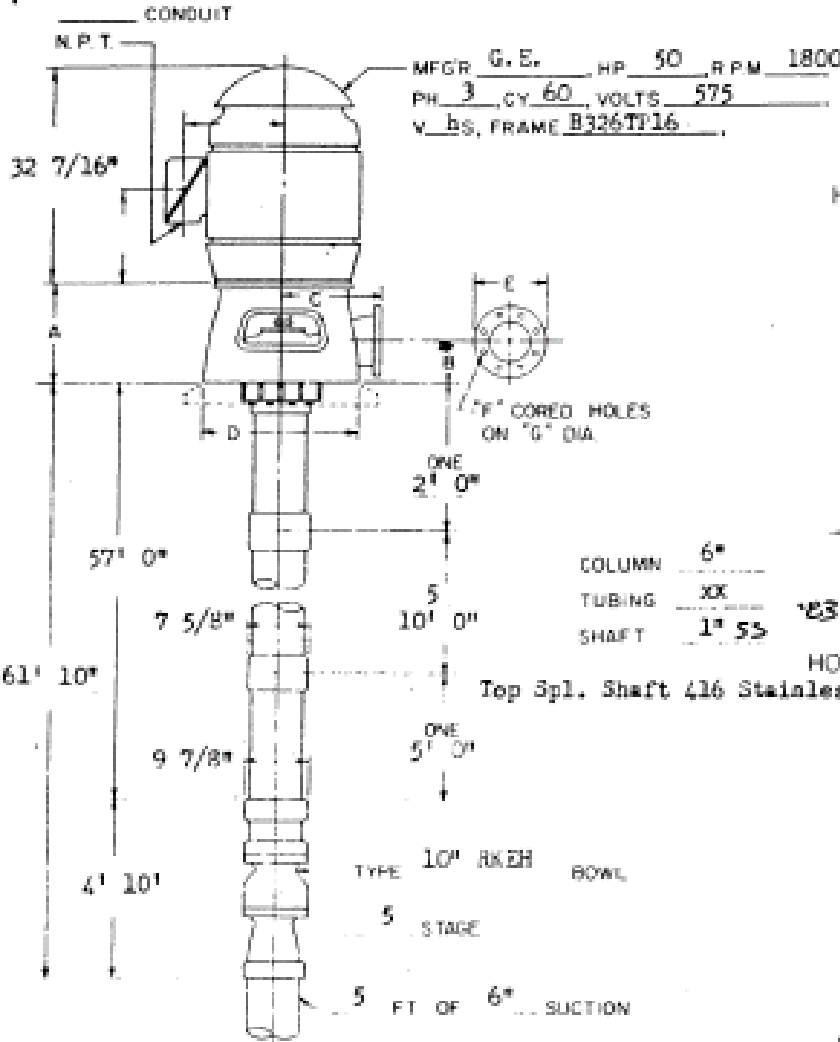
REGIONAL MUNICIPALITY OF SUDBURY
WELL PERFORMANCE
WELL F (LINDEN) Dwg. No. L.97205f



INSTALLATION PLAN
 TYPE TF613 DISCHARGE HEAD

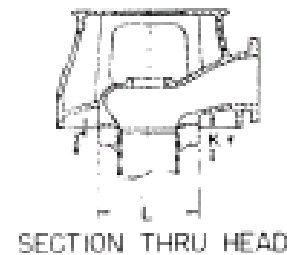
Well F

USE THESE DIMENSIONS ONLY
 WHEN CERTIFIED BY FACTORY



COLUMN 6"
 TUBING 3X
 SHAFT 1" 53

Top Spl. Shaft 416 Stainless Steel



Revised 7/26/72

* FOR COLUMN SETTINGS OF 200' OR GREATER, "K"-11"

CUSTOMER <u>Ontario Water Resources Commission</u>	YOUR NO <u>720614</u>	GPM <u>630</u>
LOCATION <u>Bleazard Valley</u>	OUR NO <u>720-3778</u>	IDH <u>243</u>
FOR APPROVAL _____	PUMP NO <u>72703</u>	RPM <u>1750</u>
CERTIFIED <u>Tom Morrow</u>	DATE <u>7/26/72</u>	BHP _____

HEAD	A	B	C	D	E	F	G	H	J	K	L	M	N	P	R	C
TF413	13	6	11	18	9	9	7	14	2	2	10	14	2	2	17	
TF613	14	6	11	19	11	9	7	14	2	2	11	14	2	2	17	
TF418	13	6	14	23	9	9	7	14	2	2	10	14	2	2	17	
TF618	15	6	14	23	11	9	7	14	2	2	10	14	2	2	17	
TF818	18	7	14	23	13	9	7	14	2	2	10	14	2	2	17	
TF1018	18	8	14	23	16	10	7	14	2	2	10	14	2	2	17	
TF1218	20	9	16	26	18	12	7	14	2	2	10	14	2	2	17	

WELL “J”

Site Description

Well ‘J’ is located approximately 30 m east of Well ‘M’ on Greens Lake Access Road approximately 225 m northwest of Municipal Road No. 84 in the Community of Valley East. The well has a gravel wall type construction, is approximately 25.0 m (82’) deep and rated at 37.9 L/s (500 IGPM) for continuous production.

The water supply system for the Community of Capreol in the City of Greater Sudbury consists of Well 6, Well J, and Well M. These three (3) groundwater supply wells provide drinking water to the residents of Capreol.

Under normal conditions, two (2) wells provide treated water to the Community of Capreol, with one (1) acting as standby. In the absence of gravity storage within the Capreol system, Variable Frequency Drives (VFDs) on the pumps at Wells J and M control the pressure in the Capreol system. If pressures get too high, a pressure relief/control valve located at the interconnection to the Valley East system releases water to the Valley East system, which operates at a lower hydraulic grade line (HGL)

Well Overview

The gravel well consists of a 600 mm (24”) diameter steel outer casing with a cement sanitary seal from grade to 17.8 m (58.4’) below grade, a 300 mm (12”) diameter inner casing and screen from grade to 25.0 m (82’) below grade, and a 50 mm (2”) diameter monitoring point complete with screen, from grade to 23.9 m (78.5’).

Raw water is drawn from Well J with an Aurora 7-stage vertical turbine pump rated at 37.9 L/s (500 IGPM) against a total dynamic head of 91.4 m (300’), driven by a 60 HP, 575 V, 3 ph electric motor complete with a Variable Frequency Drive (VFD).

Stand-by power is provided at Well M by an on-site diesel generator with an automatic transfer switch. In the event of a power outage in the area, the diesel generator automatically starts, providing continuous power to Well M and J.

The chlorine gas disinfection system is located in a separate Chemical Room and consists of 1 dual cylinder scale (Wallace & Tiernan), a V-500 flow paced gas chlorinator, an injector/vacuum regulator, gas feed lines and a rotameter, and a chlorine gas detector. Raw water is boosted to the chlorinator with a Grundfos booster pump rated at 60 L/min at 90.0 m of TDH. A fluoride (hydrofluosilicic acid) solution and feed system located in the Chemical Room consists of 1 – 300 L solution tank and a Prominent metering pump rate at 1.0 L/h.

A polyphosphate solution and feed system located in the Pump Room consists of 1 – 208 L (55 gal) solution tank within a plastic containment area and a Prominent metering pump rated at 4.4 L/h.

The facility is equipped with a continuous fluoride analyzer, free chlorine analyzer and turbidity analyzer all of which are trended on a videographic recorder locally and SCADA system at the Wanapitei WTP. The analyzers as well as the operational parameters of the facility (flow, pressure, etc.) are monitored locally by the PLC and remotely via the City’s SCADA system at

the Wanapitei WTP.

Pre-Rehabilitation Well and Pump Performance Testing

Well J was tested on January 26, 2005 using the existing equipment installed in the well. Discharge rate was measured using a circular orifice weir installed on a line pumping to waste at a location agreed to with CGS personnel. Well M was also in operation at the time of the test. Some problems with electrical controls in the pumphouse were encountered which resulted in the pump motor shutting down unexpectedly during the test which caused delays in the completion of the testing.

The well was pumped at rates of 9.1 L/s, 19.1 L/s and 28.9 L/s (120 IGPM, 252 IGPM, and 381 IGPM) for a period of one hour at each rate. The data collected were analyzed and plotted on a graph. Data from tests carried out when the well was drilled in 1983 and from a test in November 1996 are also shown on this drawing.

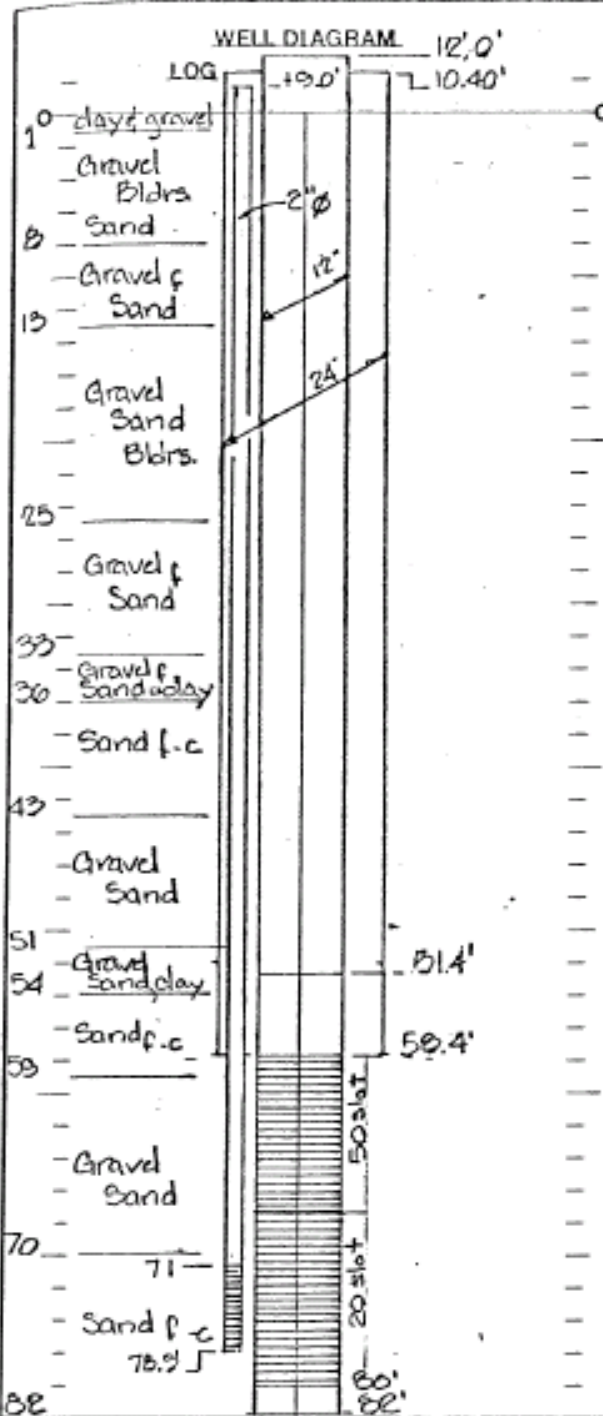
There had been an increase of about 2.5 meters in the pumping level of the well at the 28.9 L/s pumping rate from 1996 to the present. The specific capacity of the well at a pumping rate of 28.9 L/s was about 3.4 L/s/m. Based on these data, rehabilitation of the well was warranted to attempt to restore the well performance

Post Rehabilitation Well Performance Tests

Well J was tested on March 23, 2005. Discharge rate was measured using a circular orifice weir installed on a line pumping to waste at a location agreed to with CGS personnel. Well M was also in operation at the time of the test.

The well was pumped at rates of 9.1 L/s, 19.1 L/s and 28.9 L/s (120 IGPM, 252 IGPM, and 381 IGPM) for a period of one hour at each rate. The data collected were analyzed and plotted on a graph.

There had been an increase of about 2.5 meters in the pumping level of the well at the 28.9 L/s pumping rate from 1996 to the present. The rehabilitation efforts recovered about 1.3 meters or about 50% of drawdown. The specific capacity of the well at a pumping rate of 28.9 L/s is now about 4L/s/m. The recovered drawdown theoretically will allow the well to produce an additional 5.2 L/s for the drawdown at the pre-rehabilitation levels.



WELL MATERIAL
 Outer Casing: 24" dia., .375" Wall Thk. Matl.: Steel
 Cemented from _____" to _____"
 Inner Casing: 12" dia., .375" Wall Thk. Matl.: Steel
 Screen: Make Cook 12" dia., Opening & Matl.: 80 slot
 Plug: Type plate Matl. stain st. Other: _____
 Gravel: Type silica Size 0.8mm Quantity 7 tons
10 x 10

WELL TEST DATA
 Preliminary Test Date: Dec 5/83 by J. Gray
 Static Level: 11.28 " below M.P. 2.58'
 Pumping Rate IGM: 518
 Pumping Duration: 72 hrs _____ min.
 Pumping Level at Test End: 59.46 "
 Performance Plots: dd-t Dwg. A83312
 dd-r Dwg. A83313
 s-r A83314
Steel test A83315
 Final Test: Date _____ by _____
 Rated Well Capacity IGM _____
 Pumping Rate IGM _____ Static level _____"
 Pumping level _____" at _____ hrs _____ min.
 Pump pressure: _____ psi; Main pressure _____ psi
 Shut off: AGH _____ psi; W.L. _____"
 Clear Well Depth from B.P. _____" Air Line _____"

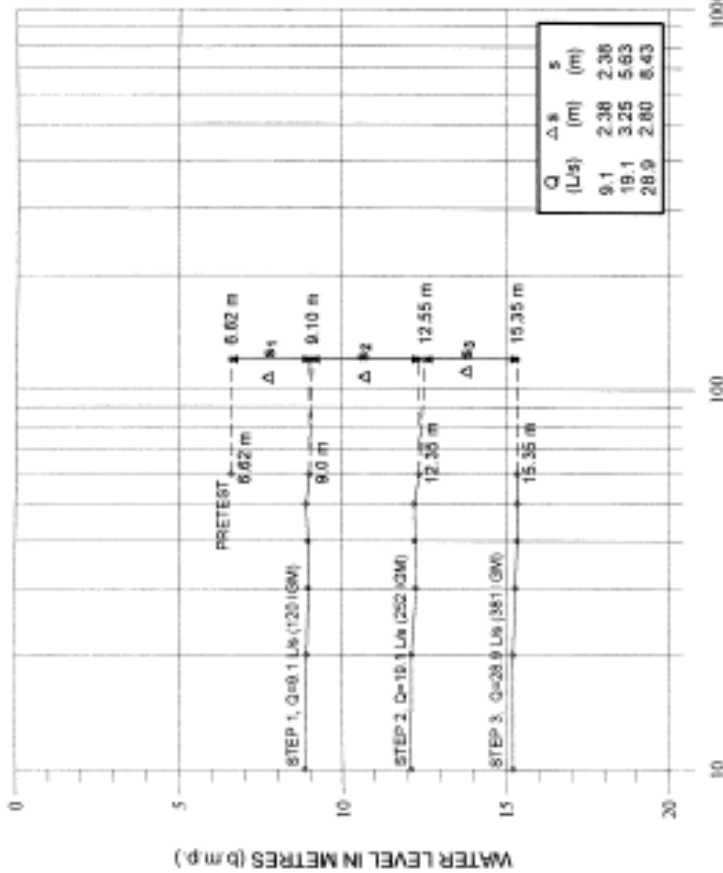
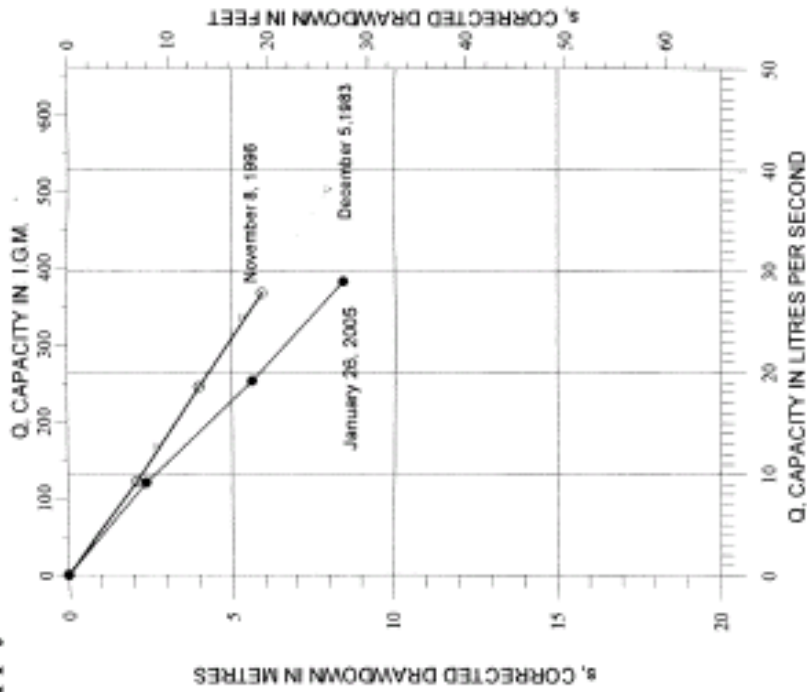
PUMP & MOTOR DATA
 Pump Make _____ Rating _____ IGM @ _____ TH
 Head: Type _____ S.N. _____
 Column: _____" X _____" X _____"; Shaft Mtl: _____
 Bowl: _____ Stage _____ Curve: _____
 Suction: _____" dia. _____" Long
 Special: Zinc Sleeves _____ Taped Oil Line _____
 Other _____
 Motor Make: _____ Frame: _____ SN: _____
 _____ HP, _____ ph, _____ Hz, _____ rpm
 Bearing No. Upper _____
 Lower _____

Special Equipment

WELL REVISIONS AND REHABILITATION		
DATE	WORK DONE	BY

International Water Supply Limited
 SASKATOON - BARRIE - MONTREAL
 CLIENT: Region of Sudbury
 WELL NO: Valley East Well J
 DRILLED BY: J. Gray DATE: Nov 83 DRAWN: J. Wall
 INSTALLED BY: _____ DATE: _____ DATE: Dec '83

Well Performance - Well 'J'
Pre-Rehabilitation



GREATER CITY OF SUDBURY
 WELL PERFORMANCE
 SUDBURY WELL J Dwg. No. L05041

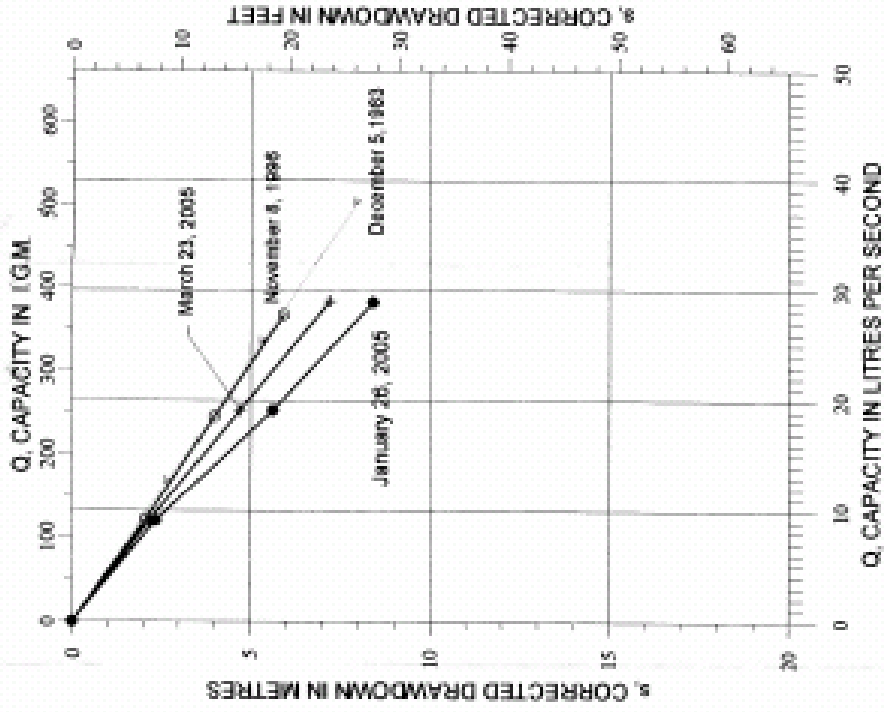
ELAPSED TIME IN MINUTES SINCE START OF TEST
 January 26, 2005

IWS International Water Supply Ltd.

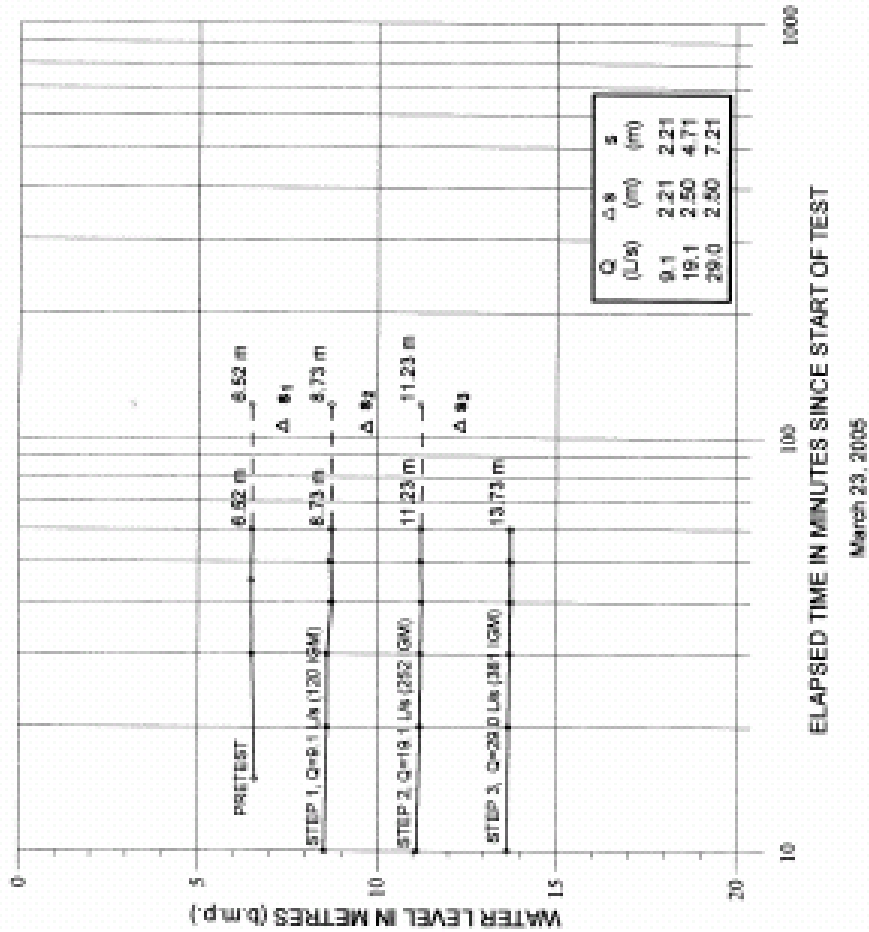


International Water Supply Ltd.

Well Performance - Well 'J'
Post Rehabilitation



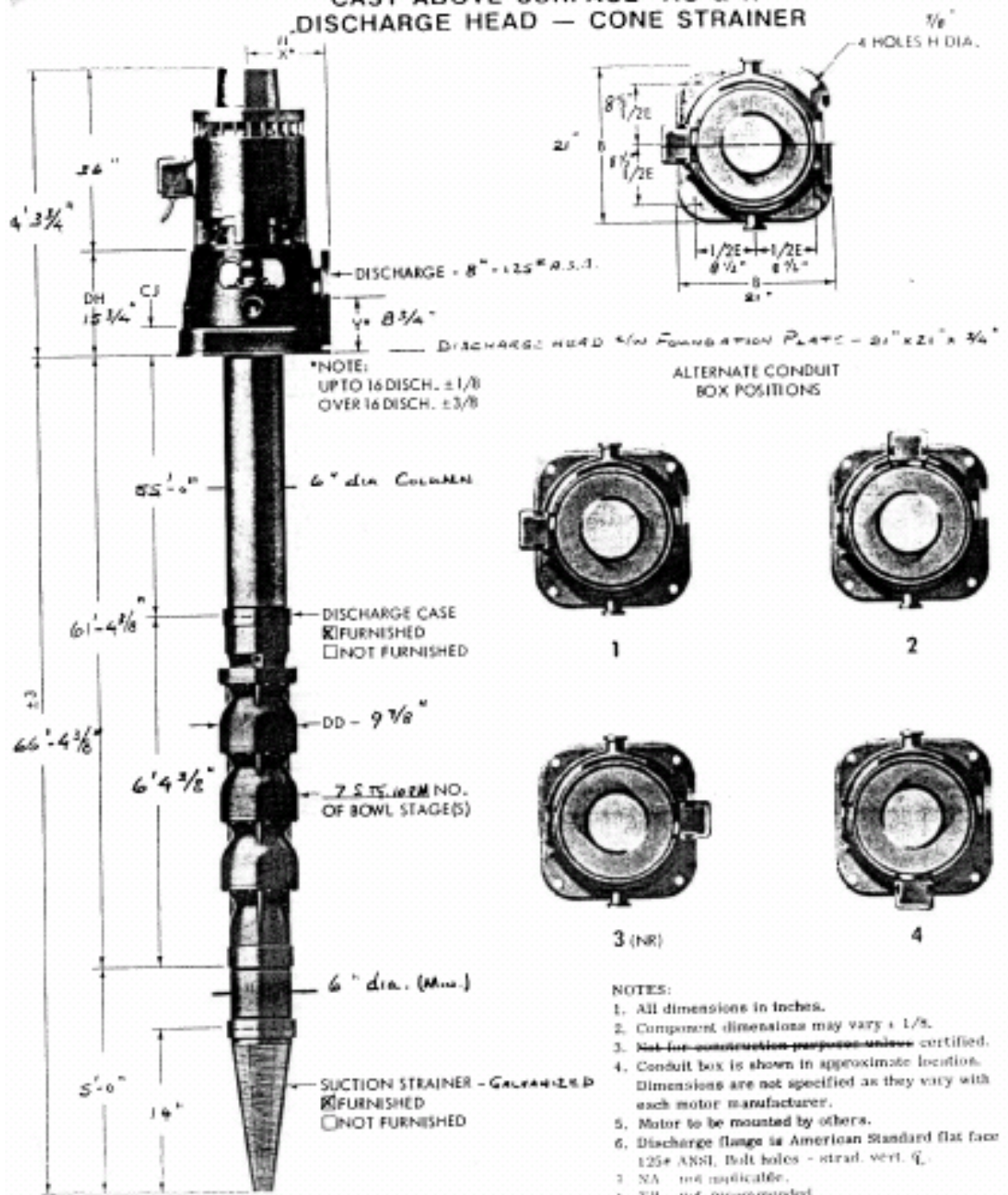
GREATHER CITY OF SUDBURY
WELL PERFORMANCE- POST REHABILITATION
SUDBURY WELL J
Dwg. No. L05058



March 23, 2005

AURORA 1130 SERIES PUMPS

ELECTRIC MOTOR DRIVE CAST ABOVE SURFACE "AC & R" DISCHARGE HEAD — CONE STRAINER



- NOTES:
1. All dimensions in inches.
 2. Component dimensions may vary ± 1/8".
 3. ~~Not for construction purposes unless~~ certified.
 4. Conduit box is shown in approximate location. Dimensions are not specified as they vary with each motor manufacturer.
 5. Motor to be mounted by others.
 6. Discharge flange is American Standard flat face 125# ANSI, Bolt holes - strad. vert. \bar{Q} .
 7. NA - not applicable.
 8. NR - not recommended.

34106124 + spoke to
 Rick Jarvis
 205-233-0111
 FAX 705-221-0198

WELL PUMPS

The vertical turbine pumps are Singer, Layne and Bowler Division handled by:

International Water Supply,
 Barrie, Ontario.

FOR WELL PUMPHOUSE

	<u>A</u> Purchase.	<u>B</u> Remith,	<u>C</u> Philippe	<u>D</u> Foot	<u>E</u> Notre Dame	<u>F</u> Linden
Design Capacity						
GPM	275	350	350	350	475	500
4.5 GPM	330	420	420	420	570	600
Head	184	184	177	189	199	231
HEAD IN PSI	80 PSI	80 PSI	77 PSI	83 PSI	89.5 PSI	100.5 PSI
Design Capacity x 1						
GPM	289	367	367	367		525
USGPM	347	441	441	441		630
Head	194	194	186	199		243
	84 PSI	84 PSI	80.5	86.5		105 PSI
Pump HP	25	30	30	30	40	50
Bowl Size	8 in.	10 in.	10 in.	10 in.	10 in.	10 in.
Bowl Type	RKHC	RKHC	RKHC	RKHC	RKEH	RKEH
Number of Bowles	8	5	4	5	4	5
Impeller Type	4RK17R	5RK171	5RK171	5RK171	5RK19	5RK19
Length Pump	30.7	32.8	29.2	29.8	42.2	66.8
Elev. Plinth	968.88	957.38	960.88	955.88	969.38	975.62
Btm Suction Pipe	938.3	924.8	931.8	926.2	927.3	909.0
Tap Screen	941.9	928.5	934.8	929.8	930.7	912.0
2 OF SCREEN	29.3"	29.55"	27.6"	26.7"	36.3"	65.28"

Well A to E bottom of bubbler tube is exactly 5 feet below top of screen -
 Well F bubbler tube is 4 feet below.

The pumps take a soft, graphited asbestos packing equal to John Crane No. 804 as supplied by:

Crane Packing Company Limited,
 617 Parkdale Avenue North,
 Box 3248, Postal Station 'C',
 Hamilton, Ontario.

The size of shaft and size of packing are:

Well Pumphouse A - 7/8 inch shaft 1/4 in. sq. packing
 Well Pumphouses B to F - 1 inch shaft 3/8 in. sq. packing

See Reverse

NORCAT - Internet Based Training Registration Form

This form must be completed and faxed to: **705-521-1040**

ATT: IBT Enrollment

Select a course to enroll employees in. Please use a separate form for each course.

- | | |
|---|--|
| <input type="checkbox"/> CGS Water/Waste Water Safety Awareness | <input type="checkbox"/> CGS WHMIS Online Training |
| <input type="checkbox"/> TDG for Drivers Online Training | <input type="checkbox"/> Lockout/Tagout Procedures Online Training |

Company Name: _____

Address: _____

Postal Code: _____

Province: _____

Country: _____

Telephone Number: _____

Fax Number: _____

Contact Name: _____

Title: _____

Contact Email Address: _____

- Method of Payment: Visa MasterCard American Express
 Purchase Order Cash

Credit Card Number: _____

Name on Charge Card: _____

Expiry Date on Card: _____

Cash orders must be paid in advance to NORCAT at 1400 Barrydowne Rd.

List the first and last name of all employees who are to be enrolled in training.
 Only those listed will be provided a UserID and Password. **Please Print clearly.**

Employee Name	Employee Name
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20

Orders by phone must be placed between 9:00 am and 4:00 pm Monday through Friday.
Please Call (705) 521-8324 ext. 243

This form must be completed in its entirety to ensure prompt registration.
 Employees will be enrolled within 4 business days of receipt of this order form.



PLANTS SECTION

Contractor Daily Work Plan

A daily work plan must be completed as a condition of access by any contractor working in CGS Plants Section facilities. The work plan must specify all work locations, employees of the contractor, and a description of the work. Any variance in work plan must be communicated to the CGS Plant Supervisor (or designate). Forms will be posted for CGS employee information. All work performed must be in compliance with the City of Greater Sudbury Health & Safety Policies and Occupational Health & Safety Act & Regulations. Failure to comply will result in a review and possible work stoppage and removal of access privileges.

Date: mm/dd/yy: _____ / _____ / _____ Time: In _____ Out _____

CGS Facility Name: _____

CGS Project / Purchase Order: _____

Contractor Name: _____

Contractor Staff Names: _____

Contractor Contact #'s: _____

Specific Work Location: _____

Scope of Work: _____

Contractor Representative: _____ (print name) _____ (signature)

CGS Supervisor (or designate): _____ (print name) _____ (signature)



CONTRACT IES07-134

**TENDER FOR THE INSPECTION & REHABILITATION OF
VARIOUS WELLS IN VALLEY EAST,
CITY OF GREATER SUDBURY**

**TENDER BID FORM
&
ADDENDUM ACKNOWLEDGEMENT FORM**



CONTRACT IES07-134
TENDER FOR THE INSPECTION & REHABILITATION OF VARIOUS WELLS
IN VALLEY EAST, CITY OF GREATER SUDBURY

TENDER BID FORM

Table with 2 columns: Description and Price. Rows include: 1. Inspect, pump test, camera, rehabilitate Linden Well - Well F; 2. Inspect, pump test, camera, rehabilitate Well J; 3. Supply, handling, disposal off site of all chemicals; 4. Pump Servicing, Pump & Equipment Re-installation; Sub-Total; Plus 6% GST; GRAND TOTAL.

Note: Bidders must bid on all items.

Lead time to complete project from date of order: _____ days.

All prices, material etc. are F.O.B. delivered our sites

A bid deposit has been submitted with your tender

Company Name: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Name & Position of Person Signing: _____

Signature: _____ Date: _____

"I have the authority to bind the Company/Corporation/Partnership"

THE LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED



CONTRACT IES07-134

**TENDER FOR THE INSPECTION & REHABILITATION OF VARIOUS WELLS
IN VALLEY EAST, CITY OF GREATER SUDBURY**

ADDENDUM ACKNOWLEDGEMENT FORM

Addendum Acknowledgment Section: See Item 14 of Schedule 'C' of Purchasing By-Law 2006-270 (attached). Failure to complete this section when addendums have been issued may render your Tender as non-compliant. Please ensure you complete this section if an addendum(s) has been issued.

If awarded the contract, the Bidder agrees to complete the work in accordance with the Tender Specifications, and the following Addenda:

Addendum No. ____, dated _____, 2007. Addendum No. ____, dated _____, 2007.

Addendum No. ____, dated _____, 2007. Addendum No. ____, dated _____, 2007

I have read, acknowledge and understand all terms, conditions and requirements contained in this tender:

COMPANY NAME: _____

ADDRESS: _____

FAX #: _____ **E-MAIL:** _____

**NAME AND POSITION
OF PERSON SIGNING:** _____

(Please Print)

SIGNATURE: _____ **DATE:** _____

"I have the authority to bind the Corporation/Company/Partnership"

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

ATTACH THIS LABEL SHEET TO THE FRONT OF YOUR TENDER ENVELOPE/PACKAGE SUBMISSION



**TENDER
TO BE RETURNED TO:**

**THE CITY OF GREATER SUDBURY
C/O SUPPLIES AND SERVICES
200 BRADY STREET,
2nd FLOOR, TOM DAVIES SQUARE
BOX 5000, STN. A
SUDBURY, ON P3A 5P3**

CONTRACT IES07-134

**TENDER FOR THE INSPECTION & REHABILITATION OF
VARIOUS WELLS IN VALLEY EAST,
CITY OF GREATER SUDBURY**

Bidder's Name: _____

Address: _____

For City Use Only:

Date and Time Received:

NOTE: This address label/sheet must be affixed to the front of your sealed Tender envelope/ package submission. The Supplies & Services section will not be held responsible for envelopes or packages that are not labelled.