



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 672-2010**

**RISK ASSESSMENT, JOB HAZARD ANALYSIS AND SAFE WORK PROCEDURES**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Prices	4
B11. Qualification	4
B12. Experience and Qualifications of Proponent and Key Personnel	5
B13. Opening of Proposals and Release of Information	6
B14. Irrevocable Offer	6
B15. Withdrawal of Offers	6
B16. Interviews	6
B17. Negotiations	7
B18. Evaluation of Proposals	7
B19. Award of Contract	7

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	1
D6. Confidentiality and Ownership of Information	2
D7. Notices	2

#### Submissions

D8. Authority to Carry on Business	2
D9. Safe Work Plan	2
D10. Insurance	2
D11. Detailed Work Schedule	3

#### Schedule of Work

D12. Commencement	3
-------------------	---

#### Control of Work

D13. Job Meetings	3
D14. Safety	4

#### Measurement and Payment

D15. Payment	4
D16. Payment Schedule	4

#### Warranty

D17. Warranty	4
---------------	---

## **PART E - SPECIFICATIONS**

### **General**

E1. Applicable Specifications

1

E2. Services

1

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 RISK ASSESSMENT, JOB HAZARD ANALYSIS AND SAFE WORK PROCEDURES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 8<sup>th</sup>, 2010.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder is advised that all safety equipment required by the City to be worn on any site must be supplied by the bidder.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

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

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

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.1.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B18.1(a).

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Experience of Proponent and Key Personnel.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.3.1 Bidders should submit one (1) unbound original (marked “original”) and three (3) copies plus one (1) copy in an MSOffice compatible electronic format on a standard CD. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor

Winnipeg MB R3B 1J1

**B9. PROPOSAL**

B9.1 The Bidder shall complete Form A: Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

**B10. PRICES**

B10.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B10.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B11. QUALIFICATION**

B11.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

- registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)
- B11.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B11.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B12. EXPERIENCE AND QUALIFICATIONS OF PROPONENT AND KEY PERSONNEL**
- B12.1 The Proposal should include general company profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponents.
- B12.2 Proposals should include details demonstrating the Proponent 's history and experience relating to the Scope of Work identified for this Project.
- B12.3 Submit the experience and qualifications of the Key Personnel assigned to the Project. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience with existing employer.
- B12.4 Provide an organizational chart for the project identifying key personnel and their job functions.



### **B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B13.1 Proposals will not be opened publicly.
- B13.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B13.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

### **B14. IRREVOCABLE OFFER**

- B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

### **B15. WITHDRAWAL OF OFFERS**

- B15.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B16. INTERVIEWS**

- B16.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B17. NEGOTIATIONS**

- B17.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B17.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B18. EVALUATION OF PROPOSALS**

- B18.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
  - (c) Total Bid Price; (50%)
  - (d) Experience and Qualifications of Proponent and Key Personnel; (50%)
- B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B18.5 Further to B18.1(d), the Experience and Qualifications of Proponent and Key Personnel shall be evaluated based on past relevant experience of the bidder and the key personnel.

## **B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

B19.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B19.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of performing a Job Hazard Analysis and developing a Safe Work Procedure for each of the high, medium and low risk tasks in the Water and Waste Department, Engineering Division. These tasks are identified in the Critical Task Inventory (Appendix A).

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

- (a) Review the list of tasks for completeness and identify any missing tasks and add them to the Critical Task Inventory;
- (b) Complete the Job Hazard Analysis and develop Safe Work Procedures for all identified high, medium and low risk tasks;
- (c) There are approximately 94 high, medium and low risk tasks currently indentified in the Engineering Division Critical Task Inventory.

#### **D3. DEFINITIONS**

D3.1 When used in this Request for Proposal:

- (a) "**JHA**" means Job Hazard Analysis;
- (b) "**SOP**" means Standard Operating Procedure;
- (c) "**SWP**" means Safe Work Procedure;

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Blair Will  
Technologist II  
Water & Waste Department, Engineering Division, Asset Management Branch  
110-1199 Pacific Avenue  
Winnipeg, Manitoba R3E 3S8  
Canada  
  
Telephone No. (204) 986-7638  
Facsimile No. (204) 224-0032

D4.2 Before commencement of Work, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **D7. NOTICES**

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: (204) 949-1174

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. SAFE WORK PLAN**

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such

liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D11. DETAILED WORK SCHEDULE**

D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work.

D11.2 The detailed work schedule shall clearly identify the start and completion dates of all of the activities/tasks making up the Work.

D11.3 All work shall be completed by May 31<sup>st</sup>, 2011.

## **SCHEDULE OF WORK**

### **D12. COMMENCEMENT**

D12.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D10; and
  - (iv) the detailed work schedule specified in D11.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

## **CONTROL OF WORK**

### **D13. JOB MEETINGS**

D13.1 Regular weekly job meetings will be held at a location designated by the Contract Administrator. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D13.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

**D14. SAFETY**

D14.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D14.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D14.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

**MEASUREMENT AND PAYMENT**

**D15. PAYMENT**

D15.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**D16. PAYMENT SCHEDULE**

D16.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**WARRANTY**

**D17. WARRANTY**

D17.1 Warranty is as stated in C12.



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.
- E1.3 Appendix A - Critical Task Inventory is applicable to the work.
- E1.4 Appendix B - Job Hazard Analysis template is applicable to the work.
- E1.5 Appendix C - Safe Work Procedures template is applicable to the work.

#### **E2. SERVICES**

- E2.1 Conduct a Risk Assessment, Job Hazard Analysis, and prepare Safe Work Procedures for all identified tasks in accordance with, but not limited to the following:
  - (a) Observe staff performing their duties as outlined in the Critical Task Inventory (Appendix A);
  - (b) Update the Critical Task Inventory as required;
  - (c) Identify any existing Safe Work Procedures that can be used and eliminate redundancy in the list of tasks across the Engineering Division. Convert any existing Safe Work Procedures to the new format;
  - (d) Identify any existing Water & Waste Department Standard Operating Procedures and Safe Work Procedures which will impact the Engineering Division Safe Work Procedures;
  - (e) Perform a Job Hazard Analysis on-site with City staff for each of the identified tasks, using the approved template (Appendix B);
  - (f) Write a Safe Work Procedure for each of the identified tasks using the approved template (Appendix C);
  - (g) Discuss the Job Hazard Analyses and Safe Work Procedures with staff and the Contract Administrator and make any necessary changes;
  - (h) Supply the Contract Administrator with electronic copies of all completed work including the Job Hazard Analysis and Safe Work Procedure for each task in a MS Word 2003 file format and twelve (12) bound hard copies of the completed work.
- E2.2 Create a work schedule such that all Work can be completed by May 31, 2011. The Contractor is advised that the Engineering staff have regular duties to perform in addition to this project. Consider flexible schedule management will be required to accommodate the staff's availability.

Division	Branch	Sector	Classification	Task	Job	Building Location or worksite	Frequency of Exposure (A)	Probability of Problems (B)	Severity of Consequence (C)	AxBxC
Engineering Services	Services Development			New Development Inspection			2	0.1	2	<b>0.4</b>
Engineering Services	Drafting and Graphical Services			Transporting 50+ of material in the library			2	0.3	5	<b>3</b>
Engineering Services	Drafting and Graphical Services			Preparing presentation material			3	0.3	5	<b>4.5</b>
Engineering Services	Drafting and Graphical Services			Processing materials in the library			10	0.3	2	<b>6</b>
Engineering Services	Drafting and Graphical Services			Reorganizing/ Retrieving reference material in the library			6	0.3	5	<b>9</b>
Engineering Services	Drafting and Graphical Services			GPS Surveying			6	0.6	10	<b>36</b>
Engineering Services	Land Drainage and Flood Protection			Rainfall program operation			6	0.1	5	<b>3</b>
Engineering Services	Land Drainage and Flood Protection			Drainage Inspections by small creeks/ coulee			3	0.1	5	<b>1.5</b>
Engineering Services	Land Drainage and Flood Protection		Flood Activity	Drainage Inspections during flood conditions			3	0.1	5	<b>1.5</b>
Engineering Services	Land Drainage and Flood Protection			Beaver dam blockage inspections			3	0.1	5	<b>1.5</b>
Engineering Services	Land Drainage and Flood Protection			Drainage Inspections by Rivers			3	0.3	10	<b>9</b>
Engineering Services	Land Drainage and Flood Protection			Working alone in the Water and Waste Department offices on Pacific Ave.			6	0.1	10	<b>6</b>
Engineering Services	Land Drainage and Flood Protection			Permanent Dyke Project monitoring			6	0.3	5	<b>9</b>

Division	Branch	Sector	Classification	Task	Job	Building Location or worksite	Frequency of Exposure (A)	Probability of Problems (B)	Severity of Consequence (C)	AxBxC
Engineering Services	Land Drainage and Flood Protection			Drainage Inspections			3	0.1	5	1.5
Engineering Services	Waste Water Planning and Project Development			Evaluating waste water collection system dynamics-internal to pump station			3	0.1	2	0.6
Engineering Services	Waste Water Planning and Project Development			Evaluating waste water collection system dynamics-External to pump station			3	0.3	20	18
Engineering Services	Waste Water Planning and Project Development			Monitoring equipment installation- internal to pump station			10	0.1	10	10
Engineering Services	Waste Water Planning and Project Development			Monitoring equipment installation- external to pump station			10	0.3	20	60
Engineering Services	Waste Water Planning and Project Development			Wastewater reactor tank routine inspection			6	0.1	10	6
Engineering Services	Waste Water Planning and Project Development			Wastewater reactor tank inspection- commissioning period			3	0.1	10	3
Engineering Services	Waste Water Planning and Project Development			Emergency wastewater reactor tank inspection			2	0.3	10	6
Engineering Services	Waste Water Planning and Project Development			Pre-construction inspection for treatment plant upgrades			3	0.1	5	1.5
Engineering Services	Waste Water Planning and Project Development			General inspection in wastewater plants at grade level			6	0.6	5	18
Engineering Services	Waste Water Planning and Project Development			Inspections inside a facility at heights			3	0.3	10	9
Engineering Services	Waste Water Planning and Project Development			Roof repair inspections at treatment plants			3	0.6	10	18
Engineering Services	Waste Water Planning and Project Development			Wastewater sampling at treatment plants			3	0.1	10	3

Division	Branch	Sector	Classification	Task	Job	Building Location or worksite	Frequency of Exposure (A)	Probability of Problems (B)	Severity of Consequence (C)	AxBxC
Engineering Services	Water Planning and Project Delivery			Water pressure summer monitoring			2	0.6	5	<b>6</b>
Engineering Services	Water Planning and Project Delivery			Reservoir Inspection			1	0.3	10	<b>3</b>
Engineering Services	Water Planning and Project Delivery			Working in and around open excavations			2	0.1	10	<b>2</b>
Engineering Services	Water Planning and Project Delivery			Hydrant flow testing			2	0.1	10	<b>2</b>
Engineering Services	Water Planning and Project Delivery			Water main cleaning inspection (Uni-directional flushing)			2	0.1	10	<b>2</b>
Engineering Services	Water Planning and Project Delivery			Inverted siphon inspection in aqua duct			1	0.3	5	<b>1.5</b>
Engineering Services	Water Planning and Project Delivery			Working around shoal lake intake fingers			3	0.3	10	<b>9</b>
Engineering Services	Water Planning and Project Delivery			Working around Deacon Reservoir			3	0.3	5	<b>4.5</b>
Engineering Services	Water Planning and Project Delivery			Progress supervision for an indoor facility/ construction site			6	0.3	5	<b>9</b>
Engineering Services	Water Planning and Project Delivery			Driving to access points of Aqua duct on highway			2	0.3	10	<b>6</b>
Engineering Services	Water Planning and Project Delivery			Entering/ exiting aqua duct for inspection			10	0.1	5	<b>5</b>
Engineering Services	Water Planning and Project Delivery			Inspection within aqua duct			10	0.1	5	<b>5</b>
Engineering Services	Water Planning and Project Delivery			Monitoring repairs in aqua duct			2	0.1	10	<b>2</b>

Division	Branch	Sector	Classification	Task	Job	Building Location or worksite	Frequency of Exposure (A)	Probability of Problems (B)	Severity of Consequence (C)	AxBxC
Engineering Services	Asset Management			Attending supplier warehouse/ yard			3	0.1	5	1.5
Engineering Services	Asset Management			Cathodic protection monitoring station inspections			2	0.3	5	3
Engineering Services	All		Flood Activity	Monitoring pump station during flood			10	0.3	5	15
Engineering Services	Asset Management			Asbestos Inspections			3	0.6	10	18
Engineering Services	Asset Management			Buried chamber inspections			6	0.6	10	36
Engineering Services	All		Flood Activity	Monitoring river levels			6	0.6	10	36
Engineering Services	Customer and Technical Services			Reservoir Sediment Surveys			2	0.1	10	2
Engineering Services	Customer and Technical Services			Landfill wood chip pile survey			1	0.3	5	1.5
Engineering Services	Customer and Technical Services			Landfill glass pile survey			1	0.6	5	3
Engineering Services	Customer and Technical Services			Storm retention basin surveys			2	0.3	5	3
Engineering Services	Customer and Technical Services			Ditch surveys (residential and non-residential)			2	0.3	5	3
Engineering Services	Customer and Technical Services		Flood Activity	Residential service Isolation			2	0.3	5	3
Engineering Services	Customer and Technical Services			Landfill construction survey			6	0.3	5	9

Division	Branch	Sector	Classification	Task	Job	Building Location or worksite	Frequency of Exposure (A)	Probability of Problems (B)	Severity of Consequence (C)	AxBxC
Engineering Services	Customer and Technical Services			Landfill quantitative survey			3	0.3	5	4.5
Engineering Services	Customer and Technical Services			River Crossing Surveys			1	0.6	10	6
Engineering Services	Customer and Technical Services			Drainage Complaint Survey			6	0.3	5	9
Engineering Services	Customer and Technical Services			Outfall Surveys			2	0.3	10	6
Engineering Services	Customer and Technical Services			Manhole confined space surveys			3	0.3	10	9
Engineering Services	Customer and Technical Services			Major Drain Surveys			3	0.3	10	9
Engineering Services	Customer and Technical Services		Flood Activity	Sandbag Dyke Inspection			2	0.3	10	6
Engineering Services	Customer and Technical Services		Flood Activity	Sandbag Dyke Construction			2	0.6	5	6
Engineering Services	Customer and Technical Services			Bylaw enforcement			10	0.1	5	5
Engineering Services	Customer and Technical Services			Non-residential sewer water inspection			6	0.1	10	6
Engineering Services	Customer and Technical Services			Construction Survey non-residential			10	0.6	10	60
Engineering Services	Customer and Technical Services			Construction Survey residential			10	0.3	5	15
Engineering Services	Customer and Technical Services			Preliminary Survey residential			10	0.3	5	15

Division	Branch	Sector	Classification	Task	Job	Building Location or worksite	Frequency of Exposure (A)	Probability of Problems (B)	Severity of Consequence (C)	AxBxC
Engineering Services	Customer and Technical Services			Preliminary Survey non-residential			6	0.6	10	<b>36</b>
Engineering Services	Customer and Technical Services			Landfill Active Cell Survey			6	0.3	10	<b>18</b>
Engineering Services	Customer and Technical Services		Flood Activity	Setting a staff gauge			6	0.6	10	<b>36</b>
Engineering Services	Customer and Technical Services			River/creek survey non-flood			2	0.6	10	<b>12</b>
Engineering Services	Customer and Technical Services			Underground locate inspections			10	0.6	10	<b>60</b>
Engineering Services	Customer and Technical Services			Residential sewer water inspection			10	0.3	5	<b>15</b>
Engineering Services	Design and Construction			On site pre-construction activities			2	0.3	5	<b>3</b>
Engineering Services	Design and Construction			Working in proximity to live train tracks			10	0.1	5	<b>5</b>
Engineering Services	Design and Construction			Communications tower construction/ upgrades			10	0.1	5	<b>5</b>
Engineering Services	Design and Construction			Landfill Cell Construction			10	0.3	5	<b>15</b>
Engineering Services	Design and Construction			Ditch Construction			10	0.3	5	<b>15</b>
Engineering Services	Design and Construction			River Crossings			10	0.1	5	<b>5</b>
Engineering Services	Design and Construction			Preliminary Roof Investigation			2	0.1	10	<b>2</b>

Division	Branch	Sector	Classification	Task	Job	Building Location or worksite	Frequency of Exposure (A)	Probability of Problems (B)	Severity of Consequence (C)	AxBxC
Engineering Services	Design and Construction			Monitoring Roof Work			6	0.1	10	<b>6</b>
Engineering Services	Design and Construction		Flood Activity	Temporary clay/ earth dyke construction			6	0.3	10	<b>18</b>
Engineering Services	Design and Construction			Outfall Renewal Investigation			6	0.3	10	<b>18</b>
Engineering Services	Design and Construction			Lift Station Construction/ renewal			10	0.3	10	<b>30</b>
Engineering Services	Design and Construction			Gate Chamber Construction			6	0.3	10	<b>18</b>
Engineering Services	Design and Construction			Outfall Construction Monitoring			10	0.3	10	<b>30</b>
Engineering Services	Design and Construction			Installing zinc anode monitoring (Cathodic Protection Program)			6	0.1	5	<b>3</b>
Engineering Services	Design and Construction			CIPP Sewer Lining Inspection/ Investigation			3	0.1	5	<b>1.5</b>
Engineering Services	Design and Construction			Retention Basin Revetment Replacement			2	0.1	5	<b>1</b>
Engineering Services	Design and Construction			Responding to Resident Concerns			6	0.1	5	<b>3</b>
Engineering Services	Design and Construction			Working with AC Pipe			3	0.3	10	<b>9</b>
Engineering Services	Design and Construction			Sewer/ Water Construction			10	0.3	5	<b>15</b>
Engineering Services	Design and Construction			Feeder-main valve chamber upgrades			6	0.1	10	<b>6</b>



Division	Branch	Sector	Classification	Task	Job	Building Location or worksite	Frequency of Exposure (A)	Probability of Problems (B)	Severity of Consequence (C)	AxBxC
Engineering Services	Design and Construction			Feeder-main construction/ installation			10	0.3	5	15
Engineering Services	Design and Construction			Feeder-main Watch			6	0.1	20	12
Engineering Services	Design and Construction			Feeder-main Repair monitoring			2	0.1	5	1





## SAFE WORK PROCEDURE



**This Task may only be performed by trained personnel**

<b>Facility:</b>	<b>Written by:</b>	<b>Approved by:</b>	<b>Date Created:</b>	<b>Date of last Revision:</b>

<b>Hazards Present:</b>	<b>Personal Protective Equipment (PPE)</b>	<b>Additional Training Requirements:</b>

**Safe Work Procedure**

If an emergency situation occurs while conducting this task call 911, or there is an equipment malfunction, engage emergency stop and follow the lock out procedure.

**REPORT ANY HAZARDOUS SITUATIONS TO YOUR SUPERVISOR**

<p><b>Guidance Documents/ Standards / Applicable Legislation / Other:</b></p> <p>Guidance Documents:</p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul> <p>Standards:</p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul> <p>Applicable Legislation:</p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul> <p>Other:</p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>	<p><b><u>Supervisor Responsibility</u></b></p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul> <p><b><u>Worker Responsibility</u></b></p> <ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>•</li> <li>•</li> </ul>
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