



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 231-2015**

**SHOAL LAKE INTAKE FUEL STORAGE AND DELIVERY SYSTEM  
REHABILITATION**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SHOAL LAKE INTAKE FUEL STORAGE AND DELIVERY SYSTEM REHABILITATION

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 21, 2015.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site on April 30, 2015 and again on May 5, 2015 to provide Bidders access to the Site. Please note the site is accessible by rail only through arrangements with the City via the Contract Administrator.

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

B3.3 Bidders are required to register for the Site Meeting at least 48 hours prior by contacting the Contract Administrator identified in D4.1

- (a) Bidders shall meet at the City of Winnipeg Drinking Water Treatment Plant (located on Provincial Road 207) no later than 8:00 a.m. on the date of the Site Investigation.
- (b) The Site Investigation will take approximately 7-8 hours including road and rail travel.
- (c) Bidders must confirm their attendance by contacting the Contract Administrator identified in D4.1 no later than 4:00 p.m., two business days before the date of the site investigation.
- (d) Bidders at the time of registering for the Site Investigation must provide the Contract Administrator identified in D4.1 with security clearances for the Bidder's representative attending the Site Investigation in accordance with Part F – Security Clearances.
- (e) Bidders will be required to sign the GWWD Railway Travel Waiver prior to travel on GWWD Railway.
- (f) Bidders are required to bring their own personal protective equipment (PPE) for the Site Investigation. This includes CSA steel toed safety boots and a hard hat.
- (g) Bidders will not be allowed to take pictures at the Site Investigation. The Bidders may request pictures of specific areas from the City Representative on site. The pictures will then be issued by the Contract Administrator to all Bidders registered for the Site Investigation(s).
- (h) Due to travel arrangements, the number of representatives allowed to attend for a single Bidder will be limited to one representative.

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

### **B4. ENQUIRIES**

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

- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B5. CONFIDENTIALITY**

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

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 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/bidopplasp>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- 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 B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.

- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg, MB R3B 1J1
- B8.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B9. BID**

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

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

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

B9.4.2 All signatures shall be original.

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

## **B10. PRICES**

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

B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:

- (a) Separate Price - Item No. 1 shall be the unit price used to adjust the lump sum price if Additional deep excavation (below 1m) , removal offsite , supply and application of granular fill is required due to unsuitable soil conditions;
- (b) Separate Price - Item No. 2 shall be the unit price used to adjust the lump sum price if Additional shallow excavation (0 to 1 m depth) removal offsite , supply and application of granular fill I is required due to unsuitable soil conditions.

B10.2.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. DISCLOSURE**

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

B11.2 The Persons are:

- (a) N/A

## **B12. QUALIFICATION**

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and



- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 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>
- B12.3 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); and
- (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - Security Clearances; and
- (e) have Licensed Petroleum Technician(s), listed in Form N, installing and decommissioning the fuel systems for this Work, in accordance with Manitoba Regulation 188/2001 Storage and Handling of Petroleum Products and Allied Products Regulation.
- B12.4 Further to B12.3(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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) 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/>).
- B12.5 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.
- B12.6 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.

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

- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at

The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

#### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

#### **B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in 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. EVALUATION OF BIDS**

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10.1 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.

- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

**B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of demolition of the existing fuel systems and installation of new fuel systems at the Shoal Lake Intake at Waugh, Manitoba.

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

- (a) Mobilization and Demobilization to/from remote site.
- (b) Loading, and unloading of materials on and off the City supply train at the location indicated in Part E5 of the Bid Opportunity.
- (c) The supply and installation of :
  - (i) New rail drip tray
  - (ii) Excavations and concrete foundations for pipe supports, concrete slabs for tank supports, walkways, dispensing pad, and for bollards;
  - (iii) Excavation and new drain systems for the new drip tray and concrete slabs;
  - (iv) Miscellaneous metal fabrications including various pipe and other supports, exterior pump enclosures, bollards.
  - (v) One new 25,000 L above ground diesel fuel double wall storage tank and system complete with three (3) Day Tanks, fuel transfer and piping systems.
  - (vi) One new above ground double wall dual compartment 5,000 L diesel / 2,500 L gasoline storage system.
  - (vii) One new systems to unload diesel fuel and gasoline to the new site storage tanks.
  - (viii) Systems for dispensing diesel fuel and gasoline into site vehicles and containers.
  - (ix) Controls for the fuel systems.
  - (x) Electrical power for the above systems
  - (xi) New site lighting and power.
- (d) The testing, demonstration, start-up and commissioning of the new fuel systems;
- (e) The decommissioning, demolition and disposal of the existing diesel fuel and gasoline systems;
- (f) Site work including the construction of a new gravel access road to the fuel dispensing area, construction of pipe swale, and restoration of site landscaping.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) “**ACI**” means American Concrete Institute;
- (b) “**AFF**” means above finished floor;
- (c) “**AHJ**” means Authority Having Jurisdiction;
- (d) “**ANSI**” means American National Standards Institute;
- (e) “**API**” means American Petroleum Institute;
- (f) “**ASME**” means American Society of Mechanical Engineers;
- (g) “**AST**” means aboveground storage tank;

- (h) “**ASTM**” ASTM International (formerly American Society for Testing and Materials);
- (i) “**AWWA**” means American Water Works Association;
- (j) “**AWS**” means American Welding Society;
- (k) “**BPVC**” means Boiler and Pressure Vessel Code (ASME);
- (l) “**CCME**” means Canadian Council of Ministers of the Environment;
- (m) “**CEAA**” means Canadian Environmental Assessment Act;
- (n) “**CEPA**” means Canadian Environmental Protection Act;
- (o) “**CEC**” means Canadian Electrical Code;
- (p) “**CGSB**” means Canadian General Standards Board;
- (q) “**CSA**” means Canadian Standards Association;
- (r) “**CPPI**” means Canadian Petroleum Product Institute;
- (s) “**Day Tank**” means interior auxiliary supply tanks;
- (t) “**DWV**” means drain, waste and vent;
- (u) “**EEMAC**” means Electrical Equipment Manufacturers Association of Canada;
- (v) “**FM**” means FM Global (Factory Mutual Insurance Company);
- (w) “**GU**” means general use Portland cement;
- (x) “**GWWD**” means Greater Winnipeg Water District;
- (y) “**HS**” means high sulphate resistant Portland cement;
- (z) “**HSb**” means high sulphate resistant blended hydraulic cement;
- (aa) “**HVAC**” means heating, ventilation and air conditioning;
- (bb) “**I.D.**” means inside diameter;
- (cc) “**IEEE**” means Institute of Electrical and Electronics Engineers;
- (dd) “**ISA**” means International Society of Automation (formerly the Instrumentations, Systems and Automation Society)
- (ee) “Licensed Petroleum Technician” means the holder of a Petroleum Technician's Licence pursuant to The Dangerous Goods Handling and Transportation Act (Manitoba) and Regulation 188/2001. a person .
- (ff) “**MCC**” means motor control centre;
- (gg) “**MDFT**” means minimum dry film thickness, measured in thousandths of an inch (mils)
- (hh) “**MDFTPC**” means minimum dry film thickness per coat, measured in thousandths of an inch (mils)
- (ii) “**Mil**” means thousandth of an inch;
- (jj) “**MSDS**” means material safety data sheets;
- (kk) “**MSS**” means Manufacturers Standardization Society;
- (ll) “**NACE**” means NACE International (formerly National Association of Corrosion Engineers);
- (mm) “**NBC**” means National Building Code of Canada;
- (nn) “**NEMA**” means National Electrical Manufacturers Association;
- (oo) “**NFC**” means National Fire Code of Canada;
- (pp) “**NPC**” means National Plumbing Code of Canada;
- (qq) “**NPS**” means nominal pipe size
- (rr) “**NFPA**” means National Fire Protection Association;
- (ss) “**NRCC**” means National Research Council of Canada;

- (tt) **“O.D.”** means outside diameter;
- (uu) **“O&M”** means operation and maintenance;
- (vv) **“PLC”** means programmable logic controller;
- (ww) **“PSDS”** means painting system data sheet;
- (xx) **“PVC”** means polyvinyl chloride plastic;
- (yy) **“RSI”** means thermal resistance in the International Systems of Units
- (zz) **“RSIC”** means Reinforcing Steel Institute of Canada;
- (aaa) **“SP”** means surface preparation;
- (bbb) **“SSPC”** means The Society for Protective Coatings (formerly Steel Structures Painting Council);
- (ccc) **“TAB”** means testing, adjusting and balancing;
- (ddd) **“TC”** means Transport Canada;
- (eee) **“TDGA”** means Transportation of Dangerous Goods Act;
- (fff) **“TW”** means twisted wire;
- (ggg) **“U/G”** means underground;
- (hhh) **“UL”** means Underwriters Laboratories Inc.
- (iii) **“ULC”** means Underwriters Laboratories of Canada;
- (jjj) **“VAC”** means voltage alternating current;
- (kkk) **“VDC”** means voltage direct current;
- (lll) **“VFD”** means variable frequency drive;
- (mmm) **“VOC”** means volatile organic compound;
- (nnn) **“WH-ETL”** means Warnock Hersey ETL (Intertek Testing Services);
- (ooo) **“WHMIS”** means workplace hazardous materials information system;

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

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

Claude Courchaine  
Mechanical Engineer

Telephone No. 204 928-7415

Facsimile No. 204 284-2040

Email: [claudc.courchaine@aecom.com](mailto:claudc.courchaine@aecom.com)

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

D4.3 Bids Submissions must be submitted to the address in B8.5

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

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

## **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **D7. NOTICES**

- D7.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D4.
- D7.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204 949-1174
- D7.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **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 during the Work :
- (a) Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000) inclusive, with The City of Winnipeg to be added as an additional insured, with a cross liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, tenants legal liability, loading and unloading, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) Evidence of insurance to state the operations include Shoal Lake Intake Fuel Storage and Delivery System Rehabilitation;
  - (c) Contractors Pollution Liability (CPL) insurance in the amount of at least two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate insuring against claims for :
    - (i) Bodily injury;
    - (ii) Property damage including diminution in value; and Natural Resource Damages;
    - (iii) Clean-up;
    - (iv) Transported cargo and non-owned disposal sites (blanket basis); and
    - (v) Sudden and gradual pollution conditions including the further disruption of pre-existing conditions from the services rendered by the Contractor;
  - (d) if applicable, Automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for the loss or damage including personal injuries and death resulting from any one accident or occurrence; and
  - (e) all risks course of construction insurance, including testing and commissioning, in the amount of one hundred percent (100%) of the total contract price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.
- D10.2 During the transportation of equipment, material, supplies and personnel via the GWWD Railway, the Contractor is to provide and maintain the following insurance coverage:
- (a) Commercial general liability insurance, in the amount of at least two millions dollars (\$2,000,000) inclusive, with The City of Winnipeg to be added as an additional insured, and including a cross liability clause and employers liability and reference to specify transportation via railway;
  - (b) All risk property policy carrying adequate limits to cover all machinery, equipment, supplies and/or materials transported via railway and brought to the Shoal Lake Intake site;
  - (c) Property in transit for the full value of machinery, equipment and supplies while being transported via railway; and
  - (d) A signed waiver of liability and assumption of risk agreement prior to the transporting of any supplies, equipment, machinery, material and personnel.

- D10.3 Deductibles shall be borne by the Contractor.
- D10.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase order.
- D10.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing thirty (30) Calendar Days prior written notice to the Contract Administrator.

#### **D11. PERFORMANCE SECURITY**

- D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

#### **D12. SUBCONTRACTOR LIST**

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

#### **D13. LICENSED PETROLEUM TECHNICIAN LIST**

- D13.1 The Bidder shall complete Form N: Licensed Petroleum Technician List, making all required entries.

### **SCHEDULE OF WORK**

#### **D14. COMMENCEMENT**

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act

(Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;

- (ii) evidence of the workers compensation coverage specified in C6.15;
- (iii) the Safe Work Plan specified in D9;
- (iv) evidence of the insurance specified in D10;
- (v) the performance security specified in D11;
- (vi) the Subcontractor list specified in D12;
- (vii) the security clearances specified in Part F – Security Clearances for each individual proposed to perform Work under the Contract; and
- (viii) completed Form N: Licensed Petroleum Technician List specified in D13.

- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D14.3 The Contractor shall not commence the Work on the Site before July 13, 2015.

D14.4 The City intends to award this Contract by June 29, 2015.

D14.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

#### **D15. CRITICAL STAGES**

D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) August 28, 2015, Concrete site works completed.
- (b) November 13, 2015, Functional testing of new systems started.
- (c) November 27, 2015, City operation of new fuel systems.
- (d) December 18, 2015, Demolition of existing fuel systems completed.
- (e) May 31, 2016, Demolition of abandoned exterior concrete and site restoration completed.

#### **D16. SUBSTANTIAL PERFORMANCE**

D16.1 The Contractor shall achieve Substantial Performance by December 18, 2015.

D16.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### **D17. TOTAL PERFORMANCE**

D17.1 The Contractor shall achieve Total Performance by May 31, 2016.

D17.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D17.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

#### **D18. LIQUIDATED DAMAGES**

D18.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

- (a) City operation of new fuel systems - Five hundred dollars (\$500.00);
- (b) Substantial Performance - Five hundred dollars (\$500.00);
- (c) Total Performance - One thousand dollars (\$1000.00).

D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **CONTROL OF WORK**

##### **D19. JOB MEETINGS**

D19.1 Refer Specification Section 01 31 19.

##### **D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D20.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

##### **D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D21.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4

#### **MEASUREMENT AND PAYMENT**

##### **D22. INVOICES**

D22.1 Further to C12, the Contractor shall submit monthly invoices for work performed during the previous calendar month to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D22.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;

- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D22.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22.4 Bids Submissions must be submitted to the address in B8.5.

### **D23. PAYMENT**

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **WARRANTY**

#### **D24. WARRANTY**

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D24.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D24.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

BID OPPORTUNITY NO. 231-2015

SHOAL LAKE INTAKE FUEL STORAGE AND DELIVERY SYSTEM REHABILITATION

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D11)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 231-2015

SHOAL LAKE INTAKE FUEL STORAGE AND DELIVERY SYSTEM REHABILITATION

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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



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

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

\_\_\_\_\_  
(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)





## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>

E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
	Table of Contents
<b>Division 01 –</b>	<b>General Requirements</b>
01 31 19	Project Meetings
01 32 16.07	Construction Progress Schedule - Bar (GANNT) Chart
01 33 00	Submittal Procedures
01 35 29.06	Health and Safety Requirements
01 35 43	Environmental Procedures
01 41 00	Regulatory Requirements
01 45 00	Quality Control
01 51 00	Temporary Utilities
01 52 00	Construction Facilities
01 56 00	Temporary Barriers and Enclosures
01 61 00	Common Product Requirements
01 61 10	Equipment Installation
01 71 00	Examination and Preparation
01 73 00	Execution
01 74 11	Cleaning
01 77 00	Closeout Procedures
01 78 00	Closeout Submittals
01 79 00	Demonstration and Training
01 91 13	General Facility Operational Review
<b>Division 02 –</b>	<b>Existing Conditions</b>
02 41 13	Selective Site Demolition
<b>Division 03 –</b>	<b>Concrete</b>
03 10 00	Concrete Accessories
03 11 00	Concrete Forming
03 20 00	Concrete Reinforcement
03 30 00	Cast-in-Place Concrete
<b>Division 05 –</b>	<b>Metals</b>
05 50 00	Metal Fabrications

<b>Division 07</b>	<b>-</b>	<b>Thermal and Moisture Protection</b>
07 84 00		Firestopping
07 92 00		Joint Sealants
<b>Division 09</b>	<b>-</b>	<b>Finishes</b>
09 87 00		Coating Systems for Steel Pipes and Miscellaneous Metal Fabrications
<b>Division 10</b>	<b>-</b>	<b>Specialties</b>
10 44 16.19		Fire Extinguishers
<b>Division 21</b>	<b>-</b>	<b>Fire Suppression</b>
21 05 01		Common Work Results for Mechanical
<b>Division 22</b>	<b>-</b>	<b>Plumbing</b>
22 13 00		Exterior Containment Systems
22 13 10		Pipe Insulation and Heat Tracing System
<b>Division 23</b>	<b>-</b>	<b>Heating, Ventilating and Air Conditioning</b>
23 05 17		Pipe Welding
23 05 29		Pipe Hangers, Supports, Anchors and Seals
23 05 53.01		Mechanical Identification
23 08 01		Performance Verification Mechanical Piping Systems
23 08 02		Cleaning and Start-Up of Mechanical Piping Systems
23 10 05		Fuel Dispensing Systems
23 10 10		Aboveground Fuel System Decommissioning
23 11 05		Fuel Unloading and Transfer Systems
23 11 27		Pipe and Fittings
<b>Division 25</b>	<b>-</b>	<b>Integrated Automation</b>
25 35 01		Control Devices – Unloading and Transfer Systems
25 90 01		Pump and Tank Control Sequences
25 90 10		PLC Input and Output Device Lists
<b>Division 26</b>	<b>-</b>	<b>Electrical</b>
26 05 00		Common Work Results For Electrical
26 05 01		Scope of Electrical Work
26 05 02		Connections to HVAC and Process Equipment
26 05 04		Starting of Electrical Equipment and System
26 05 20		Wire and Box Connectors 0 - 1000 V
26 05 21		Wires and Cables 0 - 1000 V
26 05 25		Conduits, Conduit Fastenings and Conduit Fittings
26 05 29		Fastenings and Supports
26 05 31		Splitters, Junction Boxes, Pull Boxes and Cabinets
26 05 36		Cable Trays for Electrical Systems - rev 1
26 05 37		Wireways and Auxiliary Gutters
26 05 43.01		Installation of Cables in Trenches and in Ducts - rev 1
26 28 16.02		Moulded Case Circuit Breakers - rev 1
<b>Division 31</b>	<b>-</b>	<b>Earthwork</b>
31 23 10		Excavating, Trenching and Backfilling
<b>Division 33</b>	<b>-</b>	<b>Exterior Improvements</b>
33 56 13		Aboveground Fuel Storage and Supply Tanks and Devices

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<u>Drawing No.</u>	<u>Drawing Name/Title</u>
D0001	COVER SHEET
C0001	SITE PLAN DEMOLITION & NEW FUEL STORAGE LAYOUT
S0001	GENERAL NOTES & ABBREVIATIONS
S0002	DIESEL & GASOLINE FUEL TANK SLAB & SECTIONS
S0003	TANK SLAB DETAILS
M0001	LEGENDS, ABBREVIATIONS, DESIGN NOTES & SCHEDULES
P0005-001	PROCESS & INSTRUMENTATION DIAGRAM LEGEND & DETAILS
P0005-002	PROCESS & INSTRUMENTATION DIAGRAM LEGEND & DETAILS
P0006	DIESEL & GASOLINE FUEL DISPENSING PROCESS & INSTRUMENTATION DIAGRAM
P0007	PUMPHOUSE DIESEL FUEL SYSTEM PROCESS & INSTRUMENTATION DIAGRAM
M0002	DIESEL & GASOLINE FUEL TANK LAYOUT
M0003	PUMPHOUSE & GATEHOUSE DEMOLITION PLANS
M0004	PUMPHOUSE & GATEHOUSE DIESEL FUEL SYSTEM PLANS
M0005	INTERIOR BUILDING ELEVATIONS
M0006	DIESEL FUEL SYSTEM SECTION & DETAILS
M0007	DIESEL FUEL & GASOLINE SYSTEMS DETAILS
M0008	DIESEL FUEL & GASOLINE SYSTEMS PROFILE & SECTION
M0009	PIPE WALKOVER PLAN, SECTION, ELEVATION AND DETAILS
E0001	SITE PLAN
E0002	SCHEDULE & DETAILS
E0003	SINGLE LINE DIAGRAM
E0004	CLASSIFICATION
E0005	PUMPHOUSE PLAN
A0001	TYPICAL INSTRUMENT LOOP DIAGRAM

## **E2. SOILS INVESTIGATION REPORT**

E2.1 Refer to Appendices for available information.

## **E3. EXPEDITED SHOP DRAWINGS**

E3.1 In order to expedite Shop Drawings with critical timeliness, the Lowest Responsive Bidder, as outlined in B15, will be permitted, after receiving written approval from the Contract Administrator, to arrange for the preparation of Shop Drawings for the following items with critical timelines:

- (a) All items specified in Section 33 56 13 - Aboveground Fuel Storage and Supply Tanks and Devices.

E3.2 If Award is made to the Lowest Responsive Bidder, then no specific payment for the preparation of Shop Drawings will be made.

E3.3 If no contract is awarded, then the City of Winnipeg will pay the requested Bidder up to a maximum of one thousand dollars (\$1000.00) for the complete set of requested submissions noted above, for the preparation and delivery of Shop Drawings. Delivery of the Shop Drawings to the City and payment of the above amounts will constitute full and final consideration of each party to the other, and neither party will have any further liability to the other with respect to this Bid Opportunity.

## **E4. STAFFHOUSE ACCOMMODATIONS**

E4.1 General

- (a) Accommodations are available at no cost to the Contractor in the Staff House located at the Aqueduct Intake at Indian Bay (Shoal Lake). The Intake and Staffhouse are located

approximately 150 kilometers from Winnipeg and are only accessible by rail. The nearest highway contact with the rail line is approximately 24 kilometers (30-40 minutes) from the facility. There are no medical services available. Portions of the facility available to the Contractor and Subcontractors include sleeping quarters, dining room, recreation area, and washroom/shower facilities.

- (b) The City will provide at no cost to the Contractor accommodations in the Staff House for up to 8 Contractor personnel and if required, a designated area for the location of a Contractor supplied bunkhouse to house additional personnel.
  - (i) The Contractor shall not have unlimited or exclusive use of the Staff House.
  - (ii) The Staff House may be used to accommodate City or other Contract personnel in addition to the Contractor's personnel.
  - (iii) The City reserves the right to reassign Contractor room allocations within the Staff House to accommodate other personnel as required.
- (c) The Contractor shall be responsible for all food, meal preparation and housekeeping associated with the use of the Staff House. Appendix C includes the housekeeping requirements for the Staff House.
- (d) The City will provide at no cost to the Contractor toilet paper, paper towels and bedding.
- (e) The Contractor shall provide all cleaning supplies for use in the Staff House.
- (f) The Contractor will be responsible for all other personal incidentals including towels, soap, shampoo, toothpaste, toothbrushes etc.
- (g) A safety orientation will be provided by the Intake Foreman in accordance with **Appendix C**.

#### E4.2 Operation of Staff House at Indian Bay - Person in Charge

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

## E5. USE OF GWWD RAILWAY

### E5.1 General

- (a) The City of Winnipeg owns and operates the Greater Winnipeg Water District (GWWD) Railway between the Railway Yard in St. Boniface (598 Plinquet Street) and the Intake at Shoal Lake. Work trains routinely deliver chlorine and other supplies to the Intake and materials for track upgrading and maintenance. Two diesel locomotives are available along with an assortment of rolling stock. The GWWD Railway is available to the Contractor to deliver equipment and material to the work area. The GWWD Railway assumes no risk for the transportation of these goods and the Contractor must provide evidence of insurance

as per D10.2, (b), and (c) and a signed Waiver as per D10.2 (d) if they wish to utilize the use of the GWWD.

- (b) All non-City of Winnipeg personnel will be required to sign the GWWD Railway Waiver Form included in Appendix C prior to GWWD Railway use.
- (c) The Contractor shall not have unlimited use of the GWWD Railway facilities. The Contractor shall develop a schedule outlining all required GWWD Railway activities and resources and the associated timetable prior to the commencement of construction. The City requires this schedule to deploy the necessary level of railway resources to the project in a timely manner and to schedule the Contractor's requirements with routine track usage.
- (d) Bidders are advised that emergency railway services will take precedence over material and equipment deliveries. Neither the City, nor the Contract Administrator shall be held liable for failing to provide rail transportation in any event.
- (e) The Contractor shall ensure that all equipment, vehicles, personnel, and materials are kept off the railway and away from the trackbed, unless instructed otherwise by the Contract Administrator. The Contractor shall provide all labour and equipment necessary for loading and unloading equipment and materials including all equipment necessary to tie down loads.

#### E5.2 Train Service

- (a) Rolling Stock that available for the Contractor's use on this project:
  - (i) Flat Bed Cars number available = 5
    - deck width = 2.44 metres
    - deck length = 16.9 metres
    - maximum load capacity = 55,000 kilograms
  - (ii) Ramp Cars number available = 1
    - deck length = 16 metres
    - maximum load capacity = 55,000 kilograms
  - (iii) Caboose number available = 1
  - (iv) Site Dump Cars number available = 2 carrying capacity 20 to 30 cubic metres.
- (b) The GWWD Railway right-of-way has sufficient horizontal clearances to transport loads up to 3.66 metres wide.

#### E5.3 Train Use and Scheduling

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

#### E5.4 Transportation of Contractor's Equipment

- (a) Rolling stock identified in E5.2(a) will be made available to the Contractor for the transportation of equipment to and from the work area. Equipment shall be loaded at either East Braintree or Mile 82.44 (approximately 8 km east of East Braintree, MB). No loading



shall occur at the Railway Yard in St. Boniface due to bridge reconstruction work at the Bogy Creek crossing.

- (b) No loading ramps are available at East Braintree or Mile 82.44 and the Contractor is advised that equipment such as an excavator will be required to load equipment on the rolling stock.

**E5.5 Transportation of Personnel**

**(a) GWWD Railway Track Car Units**

- (i) One track car unit is available to transport the Contractor's personnel to and from the work area at Mile 82.44 (approximately 8 km east of East Braintree, MB) at no cost to the Contractor. Only one (1) track car unit is permitted to be used at any given time for the purposes of transporting the Contractor's personnel.
- (ii) Transportation of the Contractor's personnel will be provided such that there is no interference with GWWD staff duties during normal working hours (0800 to 1630 hours, Monday to Friday).
- (iii) Arrangements for transportation of Contractor's personnel shall be made through the Contract Administrator no later than 1500 hours at least forty eight (48) hours prior to the requested date of travel.

**E6. EXCAVATION AND BACKFILL**

E6.1 Notwithstanding CW 3110, excavation and backfill within the limits shown on the Drawings shall be included in the lump sum price for the Work and will not be measured for payment.

E6.2 Additional excavation and backfill required as a result of unsuitable Site material shall be measured and paid for at the unit prices on Form B: Prices.

**E7. SITE ACCESS**

E7.1 The Contractor will be issued keys for access to site.

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

**APPENDICES**

Appendix A: Trek Geotechnical Ltd. Shoal Lake Intake Geotechnical Investigation

Appendix B: Test Hole – UMA 1999 Geotech Information

Appendix C: Staffhouse Rules, Safety Orientation, Personal Information and Waiver Form

Appendix D: Contract Administration Forms

## PART F - SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence and Public Safety Verification Checks.
- (a) Any cost or expense incurred by the Proponent that is associated with obtaining the required security clearances shall be borne solely by the Proponent.
- F1.2 A Criminal Record Search Certificate can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
- (b) BackCheck, as described in F1.4; or
- (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.3 Public Safety Verification Checks may be obtained from BackCheck as described in F1.4.
- F1.4 To use BackCheck for obtaining security clearance, a company must be registered as a City of Winnipeg vendor, which can be arranged as follows:
- (a) The Bidder can set up an account with BackCheck under their company name by completing the form at <http://www.backcheck.net/cityofwinnipeg/>. A primary contact person for the company is required, who will receive within 48 hours account information and instructions for requesting checks through BackCheck.
- (b) With the account information and instruction provided, the Bidder can begin requests for a Criminal Record Check and/or Public Safety Verification for individuals.
- (c) Each individual must provide the necessary information to complete a security check request. BackCheck will have results available for the City of Winnipeg and the company within 24 hours of submission.
- (d) If a Bidder is unsure if their company already has a City of Winnipeg vendor, Linda Ferens can be contacted via the e-mail below (and cc [dmeyer@backcheck.net](mailto:dmeyer@backcheck.net)) to request a check for a vendor account under their company name.
- (e) If additional assistance is required to obtain security clearance through BackCheck, the Bidder may contact the following BackCheck Representative:
- Linda Ferens  
Email: [lferens@backcheck.net](mailto:lferens@backcheck.net)  
Phone: (204) 999-0912
- F1.5 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator, unless clearances are obtained through BackCheck as described in F1.4.
- F1.6 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.7 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.8 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

F1.9 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.