



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 154-2017**

**PROVISION OF NON-DESTRUCTIVE INSPECTIONS OF WATER AND SEWER  
PIPELINES**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

|                |   |
|----------------|---|
| Form A: Bid    | 1 |
| Form B: Prices | 3 |

### PART B - BIDDING PROCEDURES

|   |   |
|---|---|
| B1. Contract Title                              | 1 |
| B2. Submission Deadline                         | 1 |
| B3. Site Investigation                          | 1 |
| B4. Enquiries                                   | 1 |
| B5. Confidentiality                             | 1 |
| B6. Addenda                                     | 2 |
| B7. Substitutes                                 | 2 |
| B8. Bid Submission                              | 3 |
| B9. Bid   | 4 |
| B10. Prices                                     | 4 |
| B11. Disclosure                                 | 5 |
| B12. Qualification                              | 5 |
| B13. Opening of Bids and Release of Information | 6 |
| B14. Irrevocable Bid                            | 6 |
| B15. Withdrawal of Bids                         | 6 |
| B16. Evaluation of Bids                         | 7 |
| B17. 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. Cooperative Purchase   | 1 |
| D4. Contract Administrator                                       | 2 |
| D5. Contractor's Supervisor                                      | 2 |
| D6. Ownership of Information, Confidentiality and Non Disclosure | 2 |
| D7. Notices  | 3 |

#### Submissions

|                                    |   |
|------------------------------------|---|
| D8. Authority to Carry on Business | 3 |
| D9. Insurance                      | 3 |
| D10. Safe Work Plan                | 4 |

#### Control of Work

|  |   |
|--|---|
| D11. Commencement  | 4 |
| D12. Prime Contractor – The Workplace Safety and Health Act (Manitoba) | 4 |
| D13. The Workplace Safety and Health Act (Manitoba) – Qualifications   | 4 |
| D14. Safety  | 4 |
| D15. Inspection  | 5 |
| D16. Orders  | 5 |
| D17. Records   | 5 |

#### Measurement and Payment

|               |   |
|---------------|---|
| D18. Invoices | 5 |
| D19. Payment  | 6 |

#### Warranty

|               |   |
|---------------|---|
| D20. Warranty | 6 |
|---------------|---|

## **PART E - SPECIFICATIONS**

### **General**

|  |   |
|--|---|
| E1. Applicable Specifications and Drawings             | 1 |
| E2. Services   | 1 |
| E3. Inspection Preparation                             | 1 |
| E4. Mobilization/Demobilization                        | 1 |
| E5. Electromagnetic Inspections of PCCP                | 2 |
| E6. Leak Detection Inspections                         | 3 |
| E7. Asset Risk Report                                  | 3 |
| E8. Engineering Report                                 | 4 |
| E9. Standby Time                                       | 4 |
| E10. Launch and Receiving Tube Supply and Installation | 5 |
| E11. Pipe Access                                       | 5 |
| E12. Equipment Disinfection                            | 5 |
| E13. Incomplete Inspections                            | 6 |
| E14. Equipment Storage                                 | 6 |
| E15. Traffic Control                                   | 6 |
| E16. Completion of Work                                | 7 |
| E17. Confined Space Entry                              | 7 |

## **PART F - SECURITY CLEARANCE**

|                        |   |
|------------------------|---|
| F1. Security Clearance | 1 |
|------------------------|---|

## **APPENDICES**

|   |   |
|---|---|
| Appendix A - Fugitive Emission Material Safety Data Sheet – Hydrogen Sulphate Gas | 1 |
|---|---|

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF NON-DESTRUCTIVE INSPECTIONS OF WATER AND SEWER PIPELINES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 28, 2017.

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

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that the water and sewer pipelines may be located in easements through private property or City owned parklands and right-of-ways where a paved access may not exist. It will be the Bidder's responsibility to identify these locations and arrange for access and to restore any surface to private and City owned property.

### **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 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 Bid Opportunity 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 Bid Opportunity 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. 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/bidopp.asp>

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 Contract;
- (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 Contract.

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.

## **B8. BID SUBMISSION**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 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 Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 If the Bid 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
- B8.7.1 Samples or other components of the Bid 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.
- B8.8 If the Bid 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.
- B8.9 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 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/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.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

**B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C11.1.3, 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 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. DISCLOSURE**

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

B11.2 The Persons are:

- (a) N/A

## **B12. 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, 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.

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);
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .
- (e) have successfully completed over 50,000 metres of inspections of Pre-stressed Concrete Cylinder Pipe (PCCP) feeder mains 600mm in diameter and larger, and successfully completed over 10,000 metres of inspections of force mains 200mm – 750mm in diameter, and
- (f) have successfully completed at least five (5) inspection projects equivalent to the level of complexity, size, and scope as specified on this project.

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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR)

- Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

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 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 The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

### **B14. 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 C22.5, 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 therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7;
- (e) costs to the City of administering multiple contracts.

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.

B16.5 This Contract will be awarded as a whole.

## **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 C4.1, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.5 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 Bid Opportunity 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 non-destructive inspections of critical water and sewer pipelines for the period from the award of contract until July 31, 2018, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on August 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) Inspection preparation,
- (b) Mobilization/Demobilization,
- (c) Electromagnetic inspections of PCCP feeder mains,
- (d) Leak detection inspections of feeder mains and force mains,
- (e) Provision of summary report of results and findings,
- (f) Provision of asset risk report(s), and
- (g) Provision of engineering report(s).

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

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

#### **D3. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, may approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same services;
  - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

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

- D4.1 The Contract Administrator is:  
Paul Bortoluzzi, C.E.T.  
Asset Management Technologist III  
Telephone No. 204 986-2944  
Email Address: pbortoluzzi@winnipeg.ca
- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

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

- D5.1 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/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her 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. 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 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
- D7.2 Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.

## **SUBMISSIONS**

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

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

### **D9. INSURANCE**

- D9.1 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 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 Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 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 seven (7) Calendar Days from notification of the award of Contract.
- D9.4 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.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

#### **D10. SAFE WORK PLAN**

D10.1 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.

D10.2 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>

D10.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

#### **CONTROL OF WORK**

##### **D11. COMMENCEMENT**

D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14; and
  - (iii) evidence of the insurance specified in D9.
  - (iv) the safe work plan list specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

##### **D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D12.1 Further to C6.23, 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).

##### **D13. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D13.1 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.

##### **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;

## **D15. INSPECTION**

- D15.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D15.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

## **D16. ORDERS**

- D16.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D17. RECORDS**

- D17.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D17.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.
- D17.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **MEASUREMENT AND PAYMENT**

### **D18. INVOICES**

- D18.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed 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)

- D18.2 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.
- D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D18.4 Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.

**D19. PAYMENT**

- D19.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D19.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D20. WARRANTY**

- D20.1 Notwithstanding C12, Warranty does not apply to this Contract.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

E1.1 Historic water and wastewater pipeline drawings will be provided to the contractor upon request for the purpose of planning and execution of the Work.

#### **E2. SERVICES**

E2.1 The Contractor shall perform non-destructive inspections of critical water and wastewater pipelines in accordance with the requirements hereinafter specified.

E2.2 Item No. 1 – Inspection Preparation shall be in accordance with E3.

E2.3 Item No. 2 – Mobilization/Demobilization shall be in accordance with E4.

E2.4 Item No. 3 - Electromagnetic Inspections of PCCP shall be in accordance with E5.

E2.5 Item No. 4 - Leak Detection Inspections shall be in accordance with E6.

E2.6 Item No. 5 – Asset Risk Report shall be in accordance with E7.

E2.7 Item No. 6 – Engineering Report Asset Risk Report shall be in accordance with E8.

E2.8 Item No. 7 – Standby Time shall be in accordance with E9.

E2.9 Item No. 8 – Launch and Receiving Tube Supply and Installation shall be in accordance with E10.

#### **E3. INSPECTION PREPARATION**

E3.1 Inspection preparation will include, but is not limited to, the following tasks: preliminary site investigations, historic drawing reviews, planning document preparation, safety plan preparation, inspection-plan document, and meeting attendance with the Contract Administrator.

E3.2 For the purpose of this bid opportunity, inspections will be either by electromagnetic methods or by leak detection methods for feeder main or force main pipelines.

E3.3 Perform all inspection preparation work prior to performing each electromagnetic inspection or each leak detection inspection.

E3.4 Inspection preparation will be measured on a unit basis and paid for at the Contract Unit Price for "Inspection Preparation". Number of units to be paid for will be the total number of Inspection Preparation items performed for each inspection type, measured and accepted by the Contract Administrator.

#### **E4. MOBILIZATION/DEMobilIZATION**

E4.1 Mobilization and Demobilization will be required for each inspection type unless multiple inspection types can be performed by the same crew during the same mobilization. Mobilization and Demobilization will include, but is not limited to, the following:

- (a) Mobilization to the site;
- (b) Provision of tools, personnel, and support equipment for site setup, restoration, and cleanup; and

(c) Demobilization from the site.

E4.2 The City reserves the right to cease inspections at any time due to operational issues, other priorities, emergencies, or safety concerns. Work satisfactorily completed prior to the stoppage will be paid to the Contractor at the specified unit prices.

E4.3 Mobilization and Demobilization will be measured on a unit basis and paid for at the Contract Unit Price for "Mobilization/Demobilization". Number of units to be paid for will be the total number of mobilization and demobilization items performed for each inspection type, measured and accepted by the Contract Administrator.

E4.4 50% of each Mobilization and Demobilization unit price will be paid when inspection crews arrive on site and are ready to commence the inspection.

E4.5 The remaining 50% of each Mobilization and Demobilization unit price will be paid subsequent to completion of each inspection.

## **E5. ELECTROMAGNETIC INSPECTIONS OF PCCP**

E5.1 Baseline inspections of the City's feeder mains are required on the following types of pipe: AWWA C-301 Pre-stressed Concrete Cylinder Pipe (PCCP).

E5.2 Inspections of the PCCP feeder mains will be performed using non-destructive electromagnetic methods to detect defects on individual pipes. Electromagnetic inspections will include, but are not limited to, the following:

- (a) Supply of all inspection and data collection equipment, tools, winches (as required), tripods, hoists, personnel, and support equipment for tool insertion, inspection, tracking, extraction, and collection of data;
- (b) Supply, installation, and removal of launch and receiving tubes will be in accordance with E10; and
- (c) Review and analysis of inspection data.

E5.3 Electromagnetic inspections must quantify the number of broken wires in each individual pipe length, as well as locate them spatially in the pipe – i.e. horizontal distance and circumferential position.

E5.4 Horizontal distance will be referenced to the insertion location in metres; circumferential position will be based on the clock reference with 12 o'clock at the top of pipe.

E5.5 Inspection equipment is to consist of the following:

- (a) In Service
  - (i) Free-swimming platform capable of inspecting pressurized pipes.
  - (ii) Free-swimming platform should be capable of travelling a minimum of 5000m from the insertion point and be able to navigate multiple 90 degree bends, tees, and/or open valves.
- (b) Out of Service
  - (i) Robotic vehicles capable of inspecting depressurized pipes, which may not be entirely dewatered.
  - (ii) Robotic vehicles should be capable of travelling a minimum of 1000m from the insertion point and be able to pass over minor surface imperfections and a minimum 50mm of sediment, as well as navigate multiple 90 degree bends, joint imperfections, open valves, and gradients up to 10%.

E5.6 Electromagnetic inspections performed while the pipes are in service will be measured on a length basis and paid for at the Contract Unit Price for "Electromagnetic Inspections of PCCP – In Service". Length to be paid for will be the total length of inspections performed, measured and accepted by the Contract Administrator.

E5.7 Electromagnetic inspections performed while the pipes are out of service will be measured on a length basis and paid for at the Contract Unit Price for “Electromagnetic Inspections of PCCP – Out of Service”. Length to be paid for will be the total length of inspections performed, measured and accepted by the Contract Administrator.

## **E6. LEAK DETECTION INSPECTIONS**

E6.1 Leak detection inspections will be performed on feeder main and force main pipes while still in service. Leak detection inspections will include, but are not limited to, the following:

- (a) Supply of all inspection and data collection equipment, tools, winches (as required), tripods, hoists, personnel, and support equipment for tool insertion, inspection, tracking, extraction, and collection of data; and
- (b) Review and analysis of inspection data.

E6.2 Leak detection inspections must quantify the number of leaks in each individual pipe length, as well as locate them spatially in the pipe – i.e. horizontal distance and circumferential position.

E6.3 Horizontal distance will be referenced to the insertion location in metres; circumferential position will be based on the clock reference with 12 o'clock at the top of pipe.

E6.4 Leak detection inspection equipment is to consist of the following:

- (a) Feeder Mains
  - (i) Free-swimming platform capable of detecting leaks in pressurized feeder main pipes that range from 250mm to 1650mm in diameter.
  - (ii) Free-swimming platform should be capable of travelling a minimum of 5000m from the insertion point and be able to navigate multiple 90 degree bends, tees, and/or open valves.
- (b) Force Mains
  - (i) Free-swimming platform capable of detecting leaks in pressurized force main pipes that range from 200mm to 750mm in diameter.
  - (ii) Free-swimming platform should be capable of travelling a minimum of 1000m from the insertion point and be able to navigate multiple 90 degree bends.

E6.5 Leak detection inspections performed on feeder mains that are in service will be measured on a length basis and paid for at the Contract Unit Price for “Leak Detection Inspections – Feeder Mains – 250mm – 1650mm”. Length to be paid for will be the total length of inspections performed, measured and accepted by the Contract Administrator.

E6.6 Leak detection inspections performed on force mains that are in service will be measured on a length basis and paid for at the Contract Unit Price for “Leak Detection Inspections – Force Mains – 200mm – 750mm”. Length to be paid for will be the total length of inspections performed, measured and accepted by the Contract Administrator.

## **E7. ASSET RISK REPORT**

E7.1 Where required, submit the asset risk report for each inspection within forty-five (45) calendar days of the Contract Administrator’s request.

E7.2 The asset risk report will include limit state analysis showing the relationship amongst the number of broken wires, internal pressure capacities, and the estimated regression rate of broken wires.

E7.3 The asset risk report will include, but is not limited to, the following:

- (a) Number of wire breaks;
- (b) Visible cracking;
- (c) Yield limit;

- (d) Strength; and
- (e) Operating pressures.

- E7.4 Provide two (2) hardcopies and one (1) electronic copy of the asset risk report to the Contract Administrator as a draft for the purpose of review and comment. The Contract Administrator will return one copy with comment for inclusion in the final asset risk report.
- E7.5 Within thirty (30) days of receiving the comments, provide three (3) hardcopies and one (1) electronic copy of the completed document to the Contract Administrator as the final asset risk report.
- E7.6 Payment for the asset risk report will be as follows:
- (a) 50% upon acceptance of the draft asset risk report; and
  - (b) 50% upon acceptance of the final asset risk report.

## **E8. ENGINEERING REPORT**

- E8.1 Where required, submit an Engineering Report for each inspection within forty-five (45) calendar days of the Contract Administrator's request.
- E8.2 The Engineering Report will include, but not be limited to, the following:
- (a) An executive summary;
  - (b) Details related to project:
    - (i) Location;
    - (ii) Pipe information (size, material, type);
    - (iii) Pipe class information (cylinder thickness, wire size and spacing);
  - (c) Inspection method
  - (d) Pipe condition; and
  - (e) Interpretation of results including discussion of asset risk profile, estimated remaining life, and recommended reinspection frequency.
- E8.3 Provide two (2) hardcopies and one (1) electronic copy of each engineering report to the Contract Administrator as a draft for the purpose of review and comment. The Contract Administrator will return one copy with comment for inclusion in the final engineering report.
- E8.4 Within thirty (30) days of receiving the comments, provide three (3) hardcopies and one (1) electronic copy of the completed document to the Contract Administrator as the final engineering report.
- E8.5 Payment for the engineering report will be as follows:
- (a) 50% upon acceptance of the draft engineering report; and
  - (b) 50% upon acceptance of the final engineering report.

## **E9. STANDBY TIME**

- E9.1 Where site conditions are deemed favourable for work and the contractor has mobilized to the site and is ready to perform the inspections, payment of Standby Time may be made where pipe access has not been made available to the contractor by the City or their representative(s) causing delays in work.
- E9.2 Standby Time will only take effect after a total of three (3) hours (consecutive or cumulative) of delay has elapsed. The maximum amount of Standby Time will be 10 hours per person per calendar day.

E9.3 Standby Time will be measured on an hourly rate basis per person per day to a maximum of 10 hours and paid for at the Contract Unit Price for "Standby Time". The number of hours to be paid will be the total number of hours of delay per person per calendar day, measured and accepted by the Contract Administrator.

## **E10. LAUNCH AND RECEIVING TUBE SUPPLY AND INSTALLATION**

E10.1 Where required, install launch and receiving tubes for inspection tool insertion and/or extraction, as approved by the Contract Administrator.

E10.2 Launch and receiving tube supply and installation will include, but is not limited to, the following:

- (a) Supply, installation, and removal of the tubes; and
- (b) All equipment, tools, personnel, and support equipment for the supply, installation, and removal.

E10.3 Launch and receiving tube supply and installation will be measured on a unit basis and paid for at the Contract Unit Price for "Launch and Receiving Tube Supply and Installation". Full unit payment will be made for any one of the following installations:

- (a) Launch tube only;
- (b) Receiving tube only; or
- (c) Launch and receiving tubes.

E10.4 50% of each launch and receiving tube supply and installation unit price will be paid upon each supply and installation of the tube(s), measured and accepted by the Contract Administrator.

E10.5 The remaining 50% of each launch and receiving tube supply and installation unit price will be paid subsequent to the removal of the tube(s), measured and accepted by the Contract Administrator.

## **E11. PIPE ACCESS**

E11.1 The Contract Administrator will coordinate pipe access for inspection purposes. The City or their representative(s) will provide the following:

- (a) Access to the pipe via valve chambers, lift stations, manholes, or excavation trenches;
- (b) All valve operations;
- (c) Opening of all manholes, hatches, or buildings;
- (d) Removal of blind flanges or other fittings; and
- (e) Initial dewatering of chambers and pipes to allow for tool insertion.

E11.2 Access to the inside of the pipe for tool insertion will be done by the Contractor.

E11.3 Separate payment for access to the inside of the pipe will not be made and will be included in the price for inspections.

## **E12. EQUIPMENT DISINFECTION**

E12.1 Any equipment coming in contact with the potable water system shall be clean, must never have been used in a non-potable water or sewer system.

E12.2 All equipment being used within a potable water pipeline shall be spray- or swab-disinfected using a 200 mg/L free chlorine solution prior to entering or coming in contact with the pipe.

E12.3 Separate payment for equipment disinfection will not be made and will be included in the price for inspections.

### **E13. INCOMPLETE INSPECTIONS**

- E13.1 Re-perform the inspections where the Contract Administrator has determined the requirements of the specification have not been satisfied, or where data is lost or incomplete, as scheduling allows, and at no cost to the City.
- E13.2 Segments of inspections where the requirements of the specification have not been satisfied, or where data is lost or is incomplete, will not be paid for.

### **E14. EQUIPMENT STORAGE**

- E14.1 The Contractor is required to provide equipment storage and transportation to and from the site(s) as required throughout the duration of the inspection(s).

### **E15. TRAFFIC CONTROL**

- E15.1 Further to section 3.7 of CW 1130 of the General Requirements, the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times. Refer to <http://www.winnipeg.ca/publicworks/Transportation/manual-2008-03-27.pdf> for further details.
- E15.2 Work shall not be carried out on Regional Streets between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday unless approved by the Contract Administrator. Regional streets are listed in the "Manual for Temporary Traffic Control".
- E15.3 Should the City of Winnipeg require that Work on Regional Streets be carried out at night, on Sundays or on public holidays, the Contractor shall comply without additional compensation being considered to meet these requirements.
- E15.4 Further to section 3.8 of CW 1130 of the General Requirements, parking restriction signing on Regional Streets will be done by The City of Winnipeg, Traffic Services Branch.
- E15.5 The Contractor will be responsible for parking restriction signing required to perform the Work on non-regional and local residential streets. "No Parking" signs will be provided for Contractor's use.
- E15.6 Erect signs no sooner than 24 hours before the Work commences at a particular location.
- E15.7 Record the license plate numbers of vehicles already parked within the limits where the parking restriction signs are placed and fax the information to Winnipeg Police Services, Traffic Branch at 986-6998.
- E15.8 Promptly remove parking restriction signs once the Work at that location is completed. Signs shall not be left in place over a weekend if no Work will be done at that location.
- E15.9 Return signs immediately upon completion of the Work.
- E15.10 Further to section 3.6 of CW 1130 of the General Requirements, maintain safe pedestrian crossing at intersections at all times. Only one pedestrian crossing at an intersection is to be blocked at any one time. If more than one pedestrian crossing is blocked at an intersection at the same time, the Contractor shall provide flag persons to safely escort pedestrians across the intersection.
- E15.11 Do not park company or private vehicles inside the signed work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.

**E16. COMPLETION OF WORK**

- E16.1 The Contractor Administrator will provide the Contractor with as much advance notification as possible prior to all inspections.
- E16.2 Within two business days of an inspection request, the Contractor will contact the Contract Administrator and initiate discussions of the proposed request.
- E16.3 The Contractor will immediately commence work upon receiving approval from the Contract Administrator.
- E16.4 Once mobilized, the Contractor shall commence work without delay or interruption until the inspections have been completed or where the City advises the Contractor to cease work.

**E17. CONFINED SPACE ENTRY**

- E17.1 The Contractor shall be aware that Hydrogen Sulphide Gas is present in all underground structures connected to the City's sewer systems, and has been known to accumulate in concentrations sufficient to cause serious harm or death to personnel who are not using adequate Personal Protective Equipment. Refer to Appendix A - Fugitive Emission Material Safety Data Sheet for details.
- E17.2 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ('the Act'), and the Regulations and Guidelines there-under pertaining to Confined Entry Work and in particular the requirements for conducting hazard/risk assessments and providing Personal Protective Equipment (PPE).

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

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

- (iv) Contact Ron Risley at (204) 986-3758 or Pamela Jensen at (204) 986-3876 if you have any questions regarding the Safety Verification.
  
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check and a Public Safety Verification Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
  
- F1.5 Any individual for whom a Police Information Check and/or a Public Safety Verification Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
  
- F1.6 Any Police Information Check and a Public Safety Verification Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
  
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check and/or a Public Safety Verification Check. Any individual who fails to provide a satisfactory Police Information Check and/or Public Safety Verification Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work as specified in F1.1.



## **APPENDICES**

### **Appendix A - Fugitive Emission Material Safety Data Sheet – Hydrogen Sulphate Gas**