



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 509-2018

HAWTHORNE WASTEWATER PUMPING STATION UPGRADES

Note to Bidders: Please be aware of revisions to B15.4

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 HAWTHORNE WASTEWATER PUMPING STATION UPGRADES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 p.m. Winnipeg time, July 31, 2018 .

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, a Site meeting will be held at 9:00 AM on July 17, 2018 at the Hawthorne Wastewater Pumping station, 1178 Kildonan Drive to provide Bidders access to the Site.

B3.2 Site investigation is not mandatory but is recommended.

B3.3 Bidders interested in this site investigation should register with the Contract Administrator at least one (1) day before the site visit.

B3.4 The Bidder is advised that CSA approved Personal Protective Equipment (PPE) consisting of but not limited to safety boots, hard hat, fall arrest equipment also confined space training will be required.

B3.5 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 D3.1.

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.

B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 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 B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Bid Security
 - (i) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B8.4.1 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.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 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 B18.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.8 Bids shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

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

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

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

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

B11. DISCLOSURE

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

B11.2 The Persons are:

- (a) Nothart Engineered Sales Ltd. – Supplying pumps and valves, pre-purchased by the City. Nothart will supply the following:
 - (i) Three (3) non-clog pumps complete with motors, extended drive shafts and guards;
 - (ii) Seven (7) 200 mm gate valves;
 - (iii) One (1) 250 mm gate valve;
 - (iv) One (1) 150 mm gate valve; and
 - (v) Three (3) 200 mm check valves.

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;

- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

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

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

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. BID SECURITY

B14.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B14.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.1.2 All signatures on bid securities shall be original.

B14.1.3 The Bidder shall sign the Bid Bond.

B14.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B14.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B14.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B14.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B14.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.

B15.1.1 Bidders or their representatives may attend.

B15.2 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/default.stm>

B15.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/default.stm>

B15.4 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).

B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.

B16.2 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B17. WITHDRAWAL OF BIDS

B17.1 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.

- B17.1.1 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.
- B17.1.2 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 13 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B17.1.3 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 13 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Bid withdrawn.
- B17.2 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 B16.2 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, including the right to retain the Bidder's bid security.

B18. EVALUATION OF BIDS

- B18.1 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 (a) (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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.
- B18.4 Further to B18.1(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.
- B18.4.1 Further to B18.1(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.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one 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.

B19.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2018 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B19.4 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 B18.

B19.4.1 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.

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
- 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 complete upgrade of all building and process equipment of the Hawthorne Wastewater Pumping Station.

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

- (a) Mobilization and Demobilization
- (b) By-Pass Manhole and Valve Assembly
 - (i) Installation of new by-pass manhole, piping, fittings and City supplied Valve Assembly.
- (c) Flow Control and Temporary Wastewater Diversion and Disposal
- (d) Structural
 - (i) Hatches modification;
 - (ii) Floors topping and improved drainage;
 - (iii) Provision of motor room and pump room monorails for installing the City supplied motorized hoists;
 - (iv) New building openings for HVAC systems;
 - (v) New main floor opening for electrical, and
 - (vi) Miscellaneous structural improvements and reinforcement to existing building.
- (e) Architectural
 - (i) New hatch covers and guardrails; and
 - (ii) Rehabilitation of superstructure, drywall and ceiling including insulation.
- (f) Process Mechanical
 - (i) Installation of City supplied pumps, motors and valves;
 - (ii) Replacement of all station process piping, fittings, valves along with new pumps and motors;
 - (iii) Replacement of all piping supports and bases;
 - (iv) Addition of flow meter; and
 - (v) Modifications and addition in the wet well level measurement system.
- (g) Building Mechanical
 - (i) Replacement of HVAC system; and
 - (ii) Plumbing (water) upgrades.
- (h) Electrical and Instrumentation
 - (i) Replacement of existing RTU panels;
 - (ii) New motor controls centre (MCC) and associated electrical work;
 - (iii) Replacement of electrical distribution system including wall receptacles, lighting, conduits and cabling; and
- (i) For details, refer to Drawings and Technical Specifications.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Dillon Consulting Limited, represented by:

Mr. Maqbool Hussain, P.Eng., PMP
Project Manager

Telephone No. 204-453-2301
Email Address mhussain@dillon.ca

D3.2 At the pre-construction meeting, Maqbool Hussain will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

D4.1 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.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 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 address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.1.

D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

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

- D6.4 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

- D6.5 **Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D7. FURNISHING OF DOCUMENTS

- D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.

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>
- D9.3 Notwithstanding B13.4 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.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, 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) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or

damage including personal injuries and death resulting from any one accident or occurrence.

- (c) all risks course of construction insurance 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 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor 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 the date specified in C4.1 for the return of the executed Contract.

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

D11. PERFORMANCE SECURITY

D11.1 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 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B14.1(c), 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 letter of intent and 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.

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 the date specified in C4.1 for the return of the executed Contract.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D13.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule;

- (c) a daily manpower schedule for the Work;
all acceptable to the Contract Administrator.
- D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- (a) Contract award;
 - (b) Mobilization;
 - (c) Temporary by-pass pumping operations;
 - (d) By-pass manhole and valve assembly;
 - (e) Station interior demolition, broken down by discipline;
 - (f) Process mechanical work;
 - (g) Mechanical HVAC work;
 - (h) Plumbing (water) work;
 - (i) Electrical work;
 - (j) Instrumentation work;
 - (k) Building renovations;
 - (l) Hoist device work;
 - (m) Equipment start-up;
 - (n) Commissioning;
 - (o) Substantial performance;
 - (p) Total Performance; and
 - (q) Submission of O&M Manuals and As-Built drawings.
- D13.4 Further to D13.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D13.5 Further to D13.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent 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 of authority to carry on business specified in D8;
 - (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; and
 - (vii) the detailed work schedule 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 November 14, 2018.

D14.4 The City intends to award this Contract by August 31, 2018

D14.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, 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) Three (3) new pumping units and existing flood pumping units must be put into active service by March 1, 2019.

D16. SUBSTANTIAL PERFORMANCE

D16.1 The Contractor shall achieve Substantial Performance by June 14, 2019.

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 July 29, 2019.

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 Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) D15.1(a) – Two thousand dollars (\$2,000);
- (b) Substantial Performance – One thousand dollars (\$1,000);
- (c) Total Performance – Five hundred dollars (\$500).

CONTROL OF WORK

D19. JOB MEETINGS

- D19.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

MEASUREMENT AND PAYMENT

D22. PAYMENT

- D22.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D23. WARRANTY

- D23.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 509-2018

HAWTHORNE WASTEWATER PUMPING STATION UPGRADES

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

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

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

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

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

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

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 509-2018
HAWTHORNE WASTEWATER PUMPING STATION UPGRADES

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on September 29 2018

(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>
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Division 01	– General Requirements
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013300	Submittal Procedures
014500	Quality Control
015100	Temporary Utilities
015200	Construction Facilities
015600	Temporary Barriers
016100	Common Product Requirements
017300	Execution
017411	Cleaning
017421	Construction/Demolition, Waste Management and Disposal
017800	Closeout Submittals
017900	Demonstration and Training

Division 02	– Existing Conditions
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022119	Demolition
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Division 05	– Metals
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051223	Structural Steel for Buildings
053100	Steel Decking
055000	Metal Fabrication

Division 06	– Wood, Plastics and Composites
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061011	Rough Carpentry
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Division 07	– Thermal and Moisture Protection
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072116	Blanket Insulation
072119	Sprayed Foam Insulation
076100	Metal Roofing System
076210	Metal Siding Flashing and Trim

079210 Joint Sealing

Division 08 – Openings

081114 Metal Doors and Frames
087110 Door Hardware

Division 09 – Finishes

099100 Painting

Division 10 – Specialties

104420 Fire Extinguishers

Division 21 – Mechanical

210501 Common Work Results for Mechanical
210720 Thermal Insulation for Piping

Division 22 – Plumbing

221118 Domestic Water Piping – Copper
224201 Plumbing Specialties and Accessories

Division 23 – Heating, Ventilating and Air Conditioning (HVAC)

230529 Hangers Supports for HVAC Piping and Equipment
230593 Testing, Adjusting and Balancing HVAC
230713 Thermal Insulation for Ducting
230933 Electric and Electronic Control System for HVAC
233114 Metal Ducts - Low Pressure to 500 Pa
233300 Air Duct Accessories
233315 Dampers – Operating
233346 Flexible Ducts
233400 HVAC Fans
233720 Louvres, Intakes and Vents
235501 Duct Heaters
238240 Unit Heaters – Electric

Division 26 – Electrical

260500 Common Work Electrical
260520 Wire and Box Connector
260521 Wire and Cables
260528 Grounding Secondary
260529 Hangers and Supports for Electrical Systems
260531 Splitters, Junction, Pull Boxes and Cabinets
260532 Outlet Boxes, Conduit Boxes, and Fittings
260534 Conduits, Conduits Fastening and Conduits Fitting
260536 Cable Trays for Electrical Systems
260573 Coordination Short Circuit Arcflash Study
260923 Metering and Switchboard Instruments
261217 Dry Type Transformers up to 600V Primary
262417 Panelboards Breaker Type
262419 Motor Control Centres

262726	Wire Devices
262821	Molded Case Circuit Breakers
262833	Disconnect Switches – Fused and Non-Fused
262903	Control Devices
262910	Motor Starters to 600 V

Division 29 – Instrumentation and Control

290500	Common Work – Instrumentation and Control
291001	Enclosures
291501	Instrumentation Cable
293011	Miscellaneous Panel Devices
293021	Power Supplies
294001	Control and Operator Interface Requirements
294011	RTU I-O Index
294021	Instrumentation Index
294051	Remote Terminal Units
295001	Instrumentation Specifications Sheet

Division 31 Earthwork

312310	Excavating, Trenching and Backfilling
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Division 40 – Process Piping

400513	Process Piping
400552	Process Valves

Division 43 – Process Pumping

432113	Centrifugal Pumps
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<u>Drawing No.</u>	<u>Drawing Name/Title</u>
00	Hawthorne Wastewater Pumping Station Upgrades Cover Sheet
C-01	Civil – Site Plan, By-Pass Connection Detail
A-01	Architectural - Plans, Sections, Details and Notes
A-02	Architectural - Details
S-01	Structural - Entry Level Plan and Structural Notes
S-02	Structural - Plans
S-03	Structural - Sections and Details – Sheet 1 of 2
S-04	Structural - Sections and Details – Sheet 2 of 2
M-01	Mechanical - Demolition
M-02	Mechanical - Floor Plans and Schedules
M-03	Mechanical – Details and Schedules
P-01	Process - Demolitions
P-02	Process - Floor Plan and Sections
P-03	Process - Process and Instrumentation Diagram
E-01	Electrical - Single Line Diagram - Demolition
E-02	Electrical - Single Line Diagram
E-03	Electrical - Floor Plan Demolition
E-04	Electrical - Floor Plans
E-05	Electrical - Sections and Schedules
E-06	Electrical - Lighting Floor Plans
E-07	Electrical - Instrumentation Floor Plans
1	RTU Drawings Title Page - Station Information
2	Table of Contents - Drawing List
3	Power & Fuse Distribution – Fuse List
4	Digital INPUTS 01-06 – Lockout / Hi & Hi Hi Wet Well / Low Temp / Seal H2O

5	Digital INPUTS 07-08 - 120 VAC & 600 VAC Power Fail Alarms
6	Digital INPUTS 09-10 - 24 VDC PWR & UPS – UPS Alarms & Power Distribution
7	Digital INPUTS 11-13 – Local RTU and Fail to Local Loops
8	Digital INPUTS 14-16 – Lvl Sensor Fail, Magmeter Fail, Spare
9	Digital INPUTS 17-24 – Pump L01 Feedback Loops
10	Digital INPUTS 25-32 – Pump L02 Feedback Loops
11	Digital INPUTS 33-40 – Pump L03 Feedback Loops
12	Digital INPUTS 49-56 – Security and Alarms
13	Digital INPUTS 57-64 – Flood Pumps and CSO Panel
14	Counter Inputs – High Speed Counter Inputs
15	Digital INPUTS 01-08 – Pump RTU Mode Call to Runs, Alarm Status
16	Digital INPUTS 09-16 – RTU Mode, Local Mode, Fail to Local
17	LT1 – Level Controller Pump Runs – Precision Digital (PD6000)
18	Flood Level Indicator – Precision Digital (PD6000)
19	Pump Run Contacts – Pump L01 & L02 Runs
20	Pump Run Contacts – Pump L03 Run
21	Analog INPUTS 01-02 – Level Feedback
22	Analog INPUTS 03-08 – Flow Meter, Temperature, CSO Panel
23	Analog INPUTS 26-33 – CSO Panel and Spare
24	Pump P-LXX Control – Pump P-LXX Control
25	Panel Door Layout – Door Layout

<u>Report Title</u>	<u>By</u>
Hazardous Materials Survey Report	MWI Consultants

E2. HAZARDOUS MATERIALS

- E2.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.
- E2.2 Lead and Asbestos test report from MWI Consultants is included as Appendix for the Contractor review and implementation of the recommendations.

E3. MOBILIZATION AND DEMOBILIZATION

- E3.1 Description
- (a) This Specification covers all operations relating to the mobilization and demobilization of the Contractor to the Site, as specified herein.
- (b) The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.
- E3.2 Scope of Work
- (a) The Work under this Specification shall include, but not be limited to:
- (i) submission of Site Layout Plan;
 - (ii) mobilizing and demobilizing on-site Work facilities;
 - (iii) supplying, setting up, laying out, and removing site office facilities.
 - (iv) install, maintaining and removing any access roadway; and,
 - (v) traffic control and traffic management.

- E3.3 References

- E3.4 Mobilization and Demolition are in accordance with the most recent Standard Construction Specifications:
- (a) CW 1120 – Existing Services, Utilities and Structures; and,
 - (b) CW 1130 – Site Requirements.
- E3.5 Submittals
- (a) The Contractor shall submit the following to the Contract Administrator fourteen (14) Days prior to mobilization on-site, a plan highlighting the Site Layout Plan which includes; laydown area location(s), staging areas, office facility location, access road(s), temporary secure fencing limits, and gate locations for review and approval.
 - (b) Contractor shall refer to the drawings for Limits of Construction.
- E3.6 Materials and Equipment
- (a) All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
 - (b) The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.
 - (c) All equipment shall be of a type acceptable to the Contract Administrator and shall be kept in good working order.
- E3.7 Construction Methods
- (a) Site Inspection
 - (i) Inspect the Site with the Contract Administrator to verify existing conditions prior to mobilizing on-site.
 - (ii) Inspect the Site with the Contract Administrator soon after demobilizing on-site, confirming Site has been restored to its original condition prior to initiation of Work.
 - (b) Layout of On-Site Work Facilities
 - (i) The Contractor shall mobilize all on-site Work and other temporary facilities.
 - (ii) Upon completion of construction activities, the Contractor shall remove all on-site Work and other temporary facilities.
 - (c) Cellular Telephone Communication
 - (i) The Contractor's site supervisor is required to carry, at all times, a cellular telephone, with voicemail.
 - (d) Access Roadway
 - (i) The Contractor shall maintain any access roadway they install.
 - (ii) The access road shall be maintained on a regular basis to provide continual unrestricted site access, to the satisfaction of the Contract Administrator.
 - (iii) Upon completion of the Work, the area shall be restored to its original condition.
 - (e) Snow and Ice Removal
 - (i) If required, snow clearing shall be done by the Contractor on a regular basis.
 - (ii) If required, snow cover shall be cleared from the construction Site prior to commencement of the Work. The methodology to clear the snow shall be subject to the approval of the Contract Administrator.
 - (f) Restoration of Existing Facilities

- (i) Upon completion of the Work and demobilization, the Contractor shall restore existing facilities to their original condition, including snow removal, to the approval of the Contract Administrator.

E3.8 Measurement and Payment

- (a) Mobilization and demobilization will be paid for at the Contract Lump Sum Prices for "Mobilization and Demobilization" for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.
- (b) Mobilization and demobilization will be paid for at a percentage of the Contract Lump Sum Prices, as specified herein. These percentages shall be as follows:
 - (i) when Contract Administrator is satisfied that construction has commenced. 30%
 - (ii) during construction, percentage distributed equally on a monthly basis at the discretion of the Contract Administrator. 50%
 - (iii) upon completion of the project. 20%

E4. WATERWAY BY-LAW

- E4.1 The Contractor shall note that all Works within 107 metres (350 feet) of a riverbank are within the jurisdiction of the Waterway By-Law. The Contractor, if required, will apply and pay for any Waterway Permits for the project. The Contractor shall adhere to restrictions imposed on the permit.
- E4.2 Under no circumstances will stockpiling of any material be permitted within 107 metres of a riverbank or dike.

E5. TEMPORARY USE OF CITY EQUIPMENT

- E5.1 City facilities, systems and equipment shall not be used during construction without the Contract Administrator's written permission. The Contract Administrator reserves the right to withdraw said permission if, in his opinion, proper care and maintenance are not provided.

E6. WET WELL CLEANOUT

- E6.1 Clean out the wet well, initially to inspect the overall condition of the wet wells and dividing wall, and throughout the duration of the project to maintain a clean wet well and prevent debris from entering the pumps upon initial start-up.
- E6.2 Clean out shall be performed by mechanical or manual methods and shall remove grit, tallow and other buildup to the satisfaction of the Contract Administrator.
- E6.3 The current level of accumulation in the Wet Well is not known. Higher levels of accumulation, above that anticipated by the Contractor, will not be eligible for additional payments.
- E6.4 Schedule upstream work that may produce debris prior to wet well cleanout.
- E6.5 All construction material and debris are to be removed from the wet well after completing the works and prior to station startup and commissioning.
- E6.6 The Contractor shall be responsible to maintain a clean wet well during construction.
- E6.7 Provide evidence of the Wet Well clean out in the form of photographs, or other suitable means, acceptable to the Contract Administrator.
- E6.8 Costs for clean out of wet well shall be considered incidental to the Contract Work and no additional payment will be made beyond the amount indicated for Form B.

E6.9 Under no circumstances will the City pay for more than one clean out of the Wet Well. In the event that the areas are not clean at the end of the associated mechanical work, the Contractor is responsible for bearing the cost of re-cleaning.

E7. EXISTING PUMPING STATION OPERATION DURING CONSTRUCTION

E7.1 The facility related to the Work is critical to the transport of wastewater for the City of Winnipeg. Under no condition shall the station pumping be shut down without prior permission from the Contract Administrator.

E7.2 The Contractor is advised that the Pumping Station will be allowed to be taken out of operation only after the Contractor's schedule of activities to complete the Work is approved by the Contract Administrator. The Contractor shall plan his construction activities to allow for the minimum amount of disruption time to normal operating status of the station.

E7.3 The Contractor shall cooperate with and provide full access at all times for City personnel to carry out maintenance and operational duties.

- (a) No additional payments will be made for providing access to City forces on the site or any potential affect City crews might have on the Contractor's work.

E8. TEMPORARY SHUTDOWN OF THE PUMPING STATION

E8.1 Temporary shutdown of the wastewater pumping station will be allowed for the following work activities.

- (a) Construction of By-Pass Manhole and Valve Assembly.
- (b) Removal of existing suction and discharge piping, valves and fittings inside the station.
- (c) Supply and installation of new suction and discharge piping, valves and fittings inside the station.
- (d) Switch-overs between station pumps and temporary bypass pumps.

E8.2 Sequence work such that a minimum amount of shut-down time at the Station is used for the above mentioned activities.

E8.3 All shutdowns must be reviewed and approved by the Contract Administrator prior to the shutdown. Prepare and submit shutdown plans to the Contract Administrator a minimum of forty-eight (48) hours prior to the proposed shutdown.

E8.4 Operation of all City-owned equipment (e.g. gate valves) will be by the City unless prior approval is given to the Contractor.

E8.5 The Contractor shall monitor the upstream system at all times to ensure the stored level of wastewater will not exceed the critical basement elevation. This elevation will be provided to the Contractor.

E8.6 Schedule work activities requiring shutdown of pumping operations to be done at night, if required by the Contract Administrator, when flow amounts are generally reduced, to maximize the amount of shutdown time available and reduce the risks associated with station shutdown.

E8.7 Schedule several work activities to be completed in the same shutdown where possible to minimize the number of station shutdowns and amount of temporary by-pass pumping required.

E8.8 The Contractor shall provide a duty operator to operate the temporary pumping for wastewater diversion twenty-four (24) hours a day at no extra cost.

E8.9 Temporary by-pass pumping, as described in E9, must be installed and operational at all times during construction and ready to be put into service if liquid level in the sewer system reaches

the critical basement elevation shown on the drawings or as determined by the Contract Administrator.

- E8.10 Water and Waste Department, Collection System personnel will be available to provide assistance to the Contractor for temporary shutdown of the pumping operations to facilitate completion of the Work.
- E8.11 There will be no charge to temporarily shutdown the wastewater pumping station to facilitate completion of the Work.
- E8.12 If an unreasonable number of station shutdowns are required to complete the Work due to the Contractor's method of operation, a fee of \$300.00 per hour for Collection System personnel may be charged to the Contractor and deducted from future Progress Payments.
- E8.13 The Contract Administrator reserves the right to cancel a planned station shutdown if in his opinion, flow conditions or the weather forecast would not allow for a shutdown of sufficient duration to complete the work activity. The Contractor shall reschedule the work activity to a more suitable time.
- E8.14 Consecutive back-to-back station shutdowns will not be allowed until the sewer system has returned to normal.

E9. FLOW CONTROL: PERMANENT BYPASS MANHOLE AND TEMPORARY BY-PASS PUMPING

E9.1 Description

- E9.1.1 This Section specifies the construction of a permanent By-Pass Manhole and Valve Assembly and the requirements for the temporary diversion of wastewater during construction and commissioning of the By-Pass Manhole and Valve Assembly and Pump Station. The wastewater being diverted is raw un-screened sewage.
- E9.1.2 The expected minimum peak dry weather flow (PDWF) to the Pumping Station is 75.0 l/s (1190 USGPM).
- (a) Contractor to check and verify the critical basement elevation in the catchment area.
 - (b) Combined sewers can receive flow of an undetermined amount from watermain breaks, snow melt, rain and other unforeseen sources. The Contractor will be responsible to monitor the flow in the sewer and adjust or halt work activities accordingly due to unforeseen flow above the amount identified for PDWF.

E9.2 Materials

E9.2.1 Temporary By-Pass Pumping Equipment

- (a) Non-clog, submersible pumping units, each sized to meet or exceed the required capacity. Complete with all required piping, fittings, floats, alarms, back-up generator, pump controls and related appurtenances suitable for temporary installation in a Municipal Gate Chamber upstream of the pumping station.
- (b) Duty pump to provide 75 L/s at 13 m total head.
- (c) Stand-by pump(s) to provide 75 L/s at 13 m total head.
- (d) Pumps to operate in lead-lag configuration.
- (e) Provide model and capacity curves to the Contract Administrator for approval.
- (f) Power supply to be suitably sized for pumping equipment complete with all required controls. Fuel to be in lockable, tamperproof container, approved by Contract Administrator.

E9.2.2 Fittings and Appurtenances

- (a) Fittings, couplings and appurtenances to be used for repairs to existing forcemains and sewers to be approved products for underground use in the City of Winnipeg.
- (b) Acceptable Manufacturers
 - (i) Romac;
 - (ii) Approved equal in accordance with B7.

E9.2.3 Bedding and Backfill

- (a) Bedding and initial backfill material to be sand in accordance with CW 2030.
- (b) Backfill excavations in pavement areas to be Class 3 in accordance with Clause 3.8.3 of CW 2030. Backfill in excavations in boulevard areas to be Class 5 in accordance with Clause 3.8.3 of CW 2030.

E9.2.4 By-Pass Manhole and Valve Assembly

- (a) A by-pass man hole assembly shall be installed immediately south of the Station on the existing underground bypass pipe to allow bypass pumping operations to take place when required. This manhole assembly shall be a pre-cast box section and shall include the installation of a gate valve on the forcemain upstream of the by-pass tee in the manhole.
- (b) A 250 mm x 250 mm x 150 mm tee fitting with a 150 mm gate valve shall be installed on the forcemain as shown on the drawings, and is to be used for discharging wastewater flows during the by-pass pumping operations.
- (c) The following items shall be procured and installed by the Contractor, and are shown on respective drawing.
 - (i) One (1) 250 mm gate valve and one (1) 150 mm gate valve. Gate valve to conform to current AWWA C509 Standard for Resilient Seated Gate Valves. Valves to be epoxy coated cast iron with Buna-N encapsulated disc trim; O-ring type stem seals; counter-clockwise opening rising spindle.
 - (ii) Two (2) ductile iron spool pieces for connecting the gate valve and by-pass tee to the Asbestos Cement (AC) forcemain on the up and downstream ends using mechanical couplings.
 - (iii) Precast reinforced 1800 x 1200 mm concrete box section to City of Winnipeg SD-010.

E9.2.5 Pumps Controls

- (a) Control system complete with float switches for automatic level control and manual start/stop ability.
- (b) Temporarily connect existing RTU control panel to new pump controls to monitor a high level alarm and loss of utility power.

E9.2.6 Backup Power

- (a) Provide portable generator to provide backup power in the event of a utility failure. Switching to generator and back to utility shall be a manual transfer switch.

E9.3 Construction Methods

E9.3.1 General

- (a) Maintain level of sewage in existing sewers below the critical basement elevation shown on the Drawings at all times. The Contract Administrator will provide a mark at a convenient location for reference.
- (b) Allowable shutdown times shown on the drawings are approximate and the Contractor must monitor the upstream system at all times to ensure the stored level of wastewater does not exceed the critical basement elevation.
- (c) Provide a flow control plan to the Contract Administrator for review before construction starts.

- (d) Diversion of wastewater flow directly or indirectly to the environment, Land Drainage Sewers or Storm Relief Sewers will not be allowed.

E9.3.2 By-Pass Manhole Construction

- (a) The Contractor shall be responsible to obtain all necessary permits from the concerned offices/agencies in regards to the construction of the By-Pass Manhole and Valve Assembly. The Contractor will satisfy all permits and application requirements including any testing (e.g. geotechnical, etc.) if required to obtain the permit at no extra cost.
- (b) Survey and locate all existing services and limits of proposed manhole excavation relative to existing structures. The contractor shall provide all survey and layout work necessary to accurately layout and position the new construction. The Contract Administrator, at their sole discretion, may undertake a confirmatory survey of the Contractor's work if considered necessary.
- (c) Design, supply and install shoring system necessary for opening the new excavation to the required depth and dimensions necessary to install the new manhole assembly.
- (d) All excavations within 1.5 m of sewers to be soft dug, either hydro excavated or by hand, as necessary to avoid potentially damaging the existing sewers.
- (e) Any service interruption shall conform to Section 1.4.

E9.3.3 Excavation Security Fence

- (a) Further to Clause 3.1 of CW 1130, completely cover the excavation and provide a security fence to completely surround the excavation when unattended in accordance with the following:
 - (i) Security fence shall be chain link fence or approved equal, a minimum 1.80 meters high with metal support posts embedded far enough into the ground and spaced close enough together so the fence will not sag or collapse.
 - (ii) Attach fencing securely to posts.
 - (iii) Secure the gate or end of the fencing to a post with chain and a padlock.
 - (iv) Provide alternate security fence proposal to Contract Administrator for approval.

E9.3.4 Restoration

- (a) Restore the disturbed area and surface during construction to match the existing surroundings as per the City requirements and applicable standards.

E9.3.5 Temporary Bypass Pumping

- (a) Temporary by-pass pumping can be installed at the Municipal Gate Chamber during:
 - (i) Construction of By-Pass Manhole and Valve Assembly.
 - (ii) Pumping Station Upgrades.
- (b) During Pump Station shut down for the By-Pass Manhole and Valve Assembly construction, wastewater will be hauled by sewage truck to a Wastewater Treatment Plant. The Contractor is responsible for all temporary pumping and hauling arrangements and costs.
- (c) Once By-Pass Manhole and Valve Assembly is in operation, sewage can be pumped from the Municipal Gate Chamber to the by-pass tee during Pump Station shut down.
- (d) Provide detailed information for pumping equipment to be used including pump capacity and dimensions, depth of submergence, pump controls and installation details to the Contract Administrator for review before construction starts.
- (e) Power supply to be approved by the Contract Administrator before set-up. Locate the power supply where it will not adversely affect local residences. Location to be approved by the Contract Administrator before construction starts.

- (f) Provide suitable traffic ramps approved by the Contract Administrator if the by-pass pumping discharge pipe and power supply cables are laid across vehicle or pedestrian traffic areas.
- (g) Provide a check valve on the by-pass pumping discharge pipe to prevent cycling when the pumping station is activated.
- (h) The Contractor is advised that the pumping station will remain in service while the work is being completed, except for planned temporary shutdowns as described in Section 1.4. The Contractor shall cooperate and coordinate with the City to allow full access at all times for City staff to carry out maintenance and operational duties.
- (i) If a temporary pump in use fails, it must be replaced immediately.
- (j) The Contractor shall ensure temporary by-pass pumping equipment and materials will be properly insulated and heated, if required, to be protected from freezing and to maintain proper functioning during cold weather.
- (k) Under no circumstances can any wastewater sewage be discharged to the river.
- (l) Temporary by-pass pumping equipment and materials shall remain on-site until station construction is completed as described in these Specifications and to the satisfaction of the Contract Administrator.
- (m) Under no circumstances shall wastewater levels in the sewer rise above the critical basement elevation.

E9.4 Measurement and Payment

- E9.4.1 Flow control and temporary by-pass pumping will be measured on a lump sum basis at the Contract Unit Price for "Flow Control and Temporary Wastewater Diversion and Dispersal" as shown in Form B: Prices, installed in accordance with this specification, accepted and measured by the Contract Administrator.
- E9.4.2 By-Pass Manhole and Valve Assembly construction will be measured on a lump sum basis at the Contract Unit Price for "By-Pass Manhole and Valve Assembly" as shown in Form B: Prices, installed in accordance with this specification, accepted and measured by the Contract Administrator.
- E9.4.3 A maximum of 95% may be submitted for progress payments prior to the total completion of the associated services, including the provision of as-built drawing mark-ups and O&M manuals.

E10. WET WEATHER FLOWS IN EXISTING SEWER

- E10.1 In the event the flow in the sewer system is expected to exceed the amount indicated for PDWF due to wet weather runoff, the Contract Administrator may suspend work activities that require temporary by-pass pumping and temporary shutdown of the wastewater pumping station. Suspension of these activities will continue until the high flow diminishes in the sewer system.
- E10.2 In the opinion of the Contract Administrator, if suspension of work activities that require temporary by-pass pumping and temporary shutdown of the wastewater pumping station cause a delay in completion of the Work through no fault of the Contractor, the completion date of the Work will be adjusted accordingly.
- E10.3 There shall be no claim for additional costs or time due to Station shut-downs from high wet weather flows.

E11. PRE-CAST CONCRETE RECTANGULAR BOX SECTION

E11.1 Description

- (a) Notwithstanding and in addition to CW2130, this specification shall cover the supply and installation of Pre-Cast Rectangular Box Section as shown on the Drawings.

E11.2 Materials

- (a) Notwithstanding CW2130 Clause 2.7 and City of Winnipeg Standard Detail SD-010, the supplied chamber shall be 1800 mm x 1200 mm Pre-cast Concrete Rectangular Box Section including the base and top.

E11.3 Construction Methods

- (a) The Construction Methods shall be as per Clause 3.8 of CW2130.

E11.4 Measurement and Payment

- (a) Pre-cast Rectangular Box Section installation including all accessories will be measured for payment on a unit basis for each catch basin and paid for at the Contract Unit Price for "Pre-cast Rectangular Box Section".

E12. REGULATORY APPROVALS AND PERMITS

E12.1 Description

- (a) The Contractor shall be responsible to obtain all regulatory approvals and permits required to execute and complete the specified scope of work. It will include:
 - (i) Identification of the approvals and permits required, preparing and submitting applications, satisfying all requirements of the applications, performing any testing including geotechnical if required and payment of the fees at no extra cost.