



THE CITY OF WINNIPEG

TENDER

TENDER NO. 473-2019

**SUPPLY AND DELIVERY OF CAST IRON CONTROL GATES FOR BURROWS
OUTFALL GATE CHAMBER UPGRADES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF CAST IRON CONTROL GATES FOR BURROWS OUTFALL GATE CHAMBER UPGRADES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 28, 2019.

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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 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.

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 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.
- B5.3 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>
- B5.4 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.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B6.4 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 material, equipment, method or product 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.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 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.

B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices.

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 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.

B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Tender 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

B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.6 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204-949-1178.

B7.6.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time or guarantee the successful receipt of a faxed Bid Submission.

B7.7 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 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.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 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.

B8.4 Paragraph 12 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 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.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.2 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.

B9.3 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. DISCLOSURE

B10.1 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.

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 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 Tender 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 Tender process) of strategic and/or material relevance to the Tender 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.

B11.3 In connection with its Bid, each entity identified in B11.2 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 Tender 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.

B11.4 Without limiting B11.3, 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.

B11.5 Without limiting B11.3, 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 B11.4 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

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).

B12.4 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.

B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) 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), 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>
- 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).
- B13.4.1 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 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 10 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 C21, 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 12 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 12 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 Tender, 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 B6;

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any 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 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 may 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 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 qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B17.4 Notwithstanding C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B17.5 The Contract 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 the Supply of Goods* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* 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 Tender to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply of Goods*, 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 the supply and delivery of an AWWA C560 Slide Gate and Flap Gate, complete with wall thimbles, mechanical lift operator, stems, wall brackets and accessories including assistance in field testing and commissioning the equipment.

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

- (a) Supply and delivery of one (1) 2134 mm x 2134 mm (84" x 84") cast-iron slide gate manufactured in accordance with AWWA C560-14, complete with wall thimble, mechanical lift operator and all associated appurtenances. The mechanical operator is to be surface mounted.
- (b) Supply and delivery of one (1) 2134 mm x 2134 mm (84" x 84") cast-iron flap gate complete with wall thimble and all associated appurtenances.
- (c) Inspection, testing and commissioning services.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "**ASTM**" means American Society for Testing and Materials;
- (b) "**AWWA**" means American Water Works Association;
- (c) "**CSA**" means Canadian Standards Association;
- (d) "**NEMA**" means National Electric Manufacturers Association;
- (e) "**Shop Drawings**" means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, including site erection drawings which are to be provided by the Contractor to illustrate details of a portion of the Work.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is MPE Engineering Ltd., represented by:

Mark Baker, P.Eng.
Winnipeg Region Manager

Telephone No.: 204-688-3805

Email Address: mbaker@mpe.ca

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

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 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 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.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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 but in no event later than the date specified in C4 for the return of the executed Contract.

D8.4 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.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 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.

D9.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.16;

- (iii) evidence of the insurance specified in D8;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. DELIVERY

D10.1 Goods shall be delivered by the dates specified below, f.o.b. destination, freight prepaid to:

Wastewater Services Division – Civil Maintenance Branch
598 Plinquet Street
Winnipeg, Manitoba, R2J 2W7
Attention: John Day, Supervisor of Civil Maintenance
Ph: 204-986-4174

- D10.1.1 Wall thimbles, complete with all fastening hardware required for installation, for the slide and flap gate thimbles must be delivered to the site indicated in D10.1 by December 15, 2019.
- D10.1.2 All remaining gate hardware, complete with all related equipment for installation, must be delivered to the site indicated in D10.1 by January 15, 2020.
- D10.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D10.3 Goods shall be delivered between 8:30 a.m. and 2:00 p.m. on Business Days.
- D10.4 The Contractor shall be responsible for the delivery and off-loading of goods as directed at the delivery location.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve delivery of the goods within the time specified in D10.1 Delivery, the Contractor shall pay the City one thousand five hundred dollars (\$1,500) per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to C10, the Contractor shall submit an invoice for each order delivered 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

D12.2 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 goods delivered;
- (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
- (f) the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B7.**

D13. PAYMENT

D13.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14. PAYMENT SCHEDULE

D14.1 Further to C10, payment shall be in accordance with the following payment schedule:

- (a) Supply and Delivery in accordance with D10, for Bid Price of each specific Supply and Delivery item [Items 1 and 2 on Form B: Prices] as detailed below:
 - (i) Seventy (70) percent upon delivery. Note that Form 200 – Certificate of Equipment Delivery must be executed for each gate by the Contractor prior to issuance of payment.
 - (ii) Twenty (20) percent upon satisfactory completion of all shop and field testing. Note that Form 203 – Certificate of Equipment Satisfactory Performance must be executed for each gate by the Contractor prior to issuance of payment.
 - (iii) Seven (7) percent upon successful installation inspection and commissioning of all gates. Note that payment for inspection and commissioning services [Item 3 on Form B: Prices] will be paid within thirty (30) days of successful provision of site inspection and commissioning services. Provision of additional site inspection services will only be made upon request and approval of the Contract Administrator in accordance with the Specifications.
 - (iv) Three (3) percent upon delivery and acceptance of Operation and Maintenance Manuals.
- (b) In the event that the equipment supplied under this contract is not installed by others within sixty (60) Calendar Days of the date set out in D10, through no fault of the Contractor, fifteen (15) percent of the Bid Price for each specific Supply and Delivery item [Items 1 and 2 on Form B: Prices] will be paid out to the Contractor. The balance of payment for these items will be made upon successful testing and commissioning of the equipment in accordance with these Specifications.

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. GOODS

- E2.1 The Contractor shall supply and deliver the following equipment in accordance with the requirements hereinafter specified
- E2.1.1 One (1) 2134 mm x 2134 mm (84" X 84") AWWA C560 Cast Iron Slide Gate and Wall Thimble, complete with Operator and all related hardware, as specified in E6. The mechanical operator is to be surface mounted.
- E2.1.2 One (1) 2134 mm x 2134 mm (84" X 84") Cast Iron Flap Gate and Wall Thimble as specified in E7.
- E2.2 The goods are to be manufactured in accordance with the requirements herein specified.
- E2.3 Equipment is intended for installation by others at the proposed Burrows Outfall Gate Chamber, located in the City of Winnipeg.
- E2.4 Inspection of installation, testing and commissioning services in accordance with the requirements herein specified.

E3. APPROVED PRODUCTS

- E3.1 Applicable Specification and Drawings
- E3.2 These Specifications shall apply to the Work.
- E3.3 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E3.3.1 *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>
- E3.3.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E3.3.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.

E4. EXPEDITED SHOP DRAWINGS

- E4.1 In order to expedite Shop Drawings with critical timeliness, the Contractor will be permitted, after receiving written approval from the Contract Administrator, to arrange for the preparation of Shop Drawings for the following items with critical timelines:
- (a) Cast Iron Slide Gate as indicated in E6.
- (b) Cast Iron Flap Gate as indicated in E7.
- E4.2 If no Contract is awarded, then the City of Winnipeg will pay the requested Bidder up to a maximum of five hundred dollars (\$500.00) for each of the requested submissions noted above, for the preparation and delivery of Shop Drawings. Delivery of the Shop Drawings to the City

and payment of the above amounts will constitute full and final consideration of each party to the other, and neither party will have any further liability to the other with respect to this Bid Opportunity

E5. SHOP DRAWINGS

E5.1 Description

- (a) This Specification shall revise, amend and supplement the requirements of CW 1110 of the City of Winnipeg's Standard Construction Specifications.
 - (i) The Contractor shall submit specified Shop Drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be on all submissions for Engineering review.
 - (ii) Provision of Shop Drawings will be considered incidental to the price for supply and delivery of equipment and materials.
- (b) Shop Drawings
 - (i) Original drawings are to be prepared by the Contractor, Subcontractor, supplier, distributor, or manufacturer, which illustrate appropriate portion of Work; showing fabrication, layout, setting or erection details as specified in appropriate sections.
- (c) Contractor's Responsibilities
 - (i) Review Shop Drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
 - (ii) Verify:
 - (i) Field measurements
 - (ii) Field construction criteria
 - (iii) Catalogue numbers and similar data
 - (iii) Coordinate each submission with requirements of Work and Contract documents. Individual Shop Drawings will not be reviewed until all related drawings are available.
 - (iv) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract documents.
 - (v) Responsibility for deviations in submission from requirements of Contract documents is not relieved by Contract Administrator's review of submission, unless Contract Administrator gives written acceptance of specified deviations.
 - (vi) Responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.
 - (vii) The Contractor shall make any corrections required by the Contract Administrator and shall resubmit the required number of corrected copies of Shop Drawings. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Contract Administrator on previous submission.
 - (viii) After Contract Administrator's review and return of copies, distribute copies to sub-trades as required.
 - (ix) Maintain one (1) complete set of reviewed Shop Drawings, filed by specification section number, at the Site of the work for use and reference of the Contract Administrator and Subcontractors.
- (d) Submission Requirements
 - (i) Schedule submissions at least seven (7) Calendar days before dates reviewed submissions will be needed, and allow for a seven (7) Calendar day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract documents.
 - (ii) Submit five (5) paper prints of Shop Drawings. The Contractor is advised that the Contract Administrator will retain three (3) copies of all submittals and return two (2) copies to the Contractor.
 - (iii) Accompany submissions with transmittal letter, containing:

- (i) Date
- (ii) Project title and Tender number
- (iii) Contractor's name and address
- (iv) Number of each Shop Drawing, product data and sample submitted
- (v) Specification section, title, number and clause
- (vi) Drawing number and detail/section number
- (vii) Other pertinent data
- (iv) Submissions shall include:
 - (i) Date and revision dates
 - (ii) Project title and Tender number
 - (iii) Name of:
 - (i) Contractor
 - (ii) Subcontractor
 - (iii) Supplier
 - (iv) Manufacturer
 - (v) Separate detailer when pertinent
 - (iv) Identification of product of material
 - (v) Relation to adjacent structure or materials.
 - (vi) Field dimensions, clearly identified as such.
 - (vii) Specification section name, number and clause number or drawing number and detail/section number.
 - (viii) Applicable standards, such as AWWA, CSA or CGSB numbers.
 - (ix) Contractor's stamp, initialed or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents.
- (e) Other Considerations
 - (i) Fabrication, erection, installation or commissioning may require modifications to equipment or systems to conform to the design intent. Revise pertinent Shop Drawings and resubmit.
 - (ii) Material and equipment delivered to the site of the works will not be paid for until pertinent Shop Drawings have been submitted and reviewed.
 - (iii) Incomplete Shop Drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.
 - (iv) No delay or cost claims will be allowed that arise because of delays in submissions, re-submissions and review of Shop Drawings.

E5.2 Measurement and Payment

- (a) Preparation and submittal of Shop Drawings shall be considered incidental to the Contract Work and no additional payment will be made for such work.

E6. CAST IRON SLIDE GATE

E6.1 Description

E6.1.1 This Specification shall cover the supply, delivery, inspection of installation (as described in E8) and testing of cast iron slide gate, wall thimble, mechanical lift operator, stem, wall brackets and mechanical accessories.

E6.2 Submittals

E6.2.1 Submit Shop Drawings of cast iron slide gate, wall thimble, mechanical lift operator, stem, wall brackets, and accessories in accordance with E5.

E6.2.2 Submit Operating and Maintenance Manuals in accordance with E9.

- E6.2.3 Provide five (5) copies of all the manufacturer's brochures and technical literature detailing correct installation procedure and recommended operating and maintenance instructions. Manuals shall be bound with the project title and gate description identified in the front cover. One set of manuals shall be provided for each size of gate. Final payment for slide gates will not be made until the above information has been provided to the Contract Administrator.
- E6.2.4 Provide the following information to the Contact Administrator prior to the delivery of slide gate and operator assemblies in accordance with E5.
- (a) A certified copy of the Chemical and Physical Analysis on all materials used in the manufacture of the slide gate, wall thimbles, stems operator and accessories or certification that the materials used are in strict accordance with this specification.
 - (b) Copies of the shop test reports for Performance and Leakage tests. Included on the report shall be the signature of the official who is responsible for the gate assembly and testing.
- E6.3 General Design:
- (a) Specification Standard: AWWA C560-14
 - (b) Size: 2134 mm x 2134 mm (84" X 84")
 - (c) Type: Rising stem with stop nut, flange back with standard bottom closure.
 - (d) Mounting: Type F wall thimble.
 - (e) Seating Head: Maximum design seating head for all slide gates will be from centreline of the gate to the top of the gate chamber roof which shall be a minimum of 9.0 meters.
 - (f) Unseating Head: Maximum design unseating head shall be 4 meters.
 - (g) Operator and Lift: Enclosed rising stem gear lift with pedestal. Operators to be finished with a 50 millimetre x 50 millimetre square nut suitable for attachment of an electric portable drill for opening. Operator shall turn counter clock wise to open.
 - (h) Stem Cover: Gear lift to be complete with stem cover with acrylic window with gradations in 152mm (6") increments for the entire range of gate operation.
 - (i) Stem Guides: Adjustable in both the horizontal and vertical directions.
 - (j) Stem: The stainless steel stem shall be designed so the slenderness ratio (kL/r) does not exceed 150.
 - (k) Acceptable Leakage: As per AWWA C560-14.
 - (l) Seal: Butyl rubber mastic shall be used to form a seal between the frame and thimble.
 - (m) Paint: Frame and gate shall be surface prepared to SSPC SP10 (near-white blast) and painted with two coats of Intergard FP, Amerlock 2 Epoxy Coating or an approved equivalent high-build epoxy coating in accordance with B6. Epoxy coatings shall be 150 µm per coat dry film thickness. Above-ground components exposed to sunlight shall be coated with one finish coat of polyurethane enamel. Polyurethane enamel coatings shall be 100 µm per coat dry film thickness.
 - (n) Fastening: Quantity and spacing of fasteners shall be as recommended by the gate manufacturer.
 - (o) Manufacturer: The slide gate shall be as manufactured by Hydro Gate, Rodney Hunt, Waterman or approved equivalent in accordance with B6.

- (p) Touch-up: Field touch-up chips and scratches of the cast-iron gate coating system shall be completed with coating(s) to match the shop applied coating(s).

E6.4 Material

- (a) Frame, Slide, guides and yoke: ASTM A48 Cast Iron, (Class 30) or ASTM A126 Cast Iron (Class B)
- (b) Seating Faces: ASTM B21 Naval Bronze, Alloy 482 or ASTM B98, Alloy 655
- (c) Wall Thimble: ASTM A48 Cast Iron (Class 30) or ASTM A126 Cast Iron (Class B)
- (d) Wedges: ASTM B564 Manganese Bronze, Alloy 865
- (e) Wedge Blocks: ASTM A48 Cast Iron (Class 30) or ASTM A126 Cast Iron (Class B)
- (f) Fasteners & Anchors: ASTM A276 Type 316 Stainless Steel
- (g) Hardware: ASTM F593 Type 316 Stainless Steel
- (h) Stem: ASTM A276 Type 304 Stainless Steel
- (i) Stem Couplings: ASTM A276 Type 304 Stainless Steel or ASTM B584 Bronze, Alloy 873
- (j) Stem Guide: ASTM A48 Cast iron (Class 30) or ASTM A126 Cast Iron (Class B) with Bronze bushings
- (k) Operator Pedestal: ASTM A48 Cast Iron (Class 30) or ASTM A126 Cast Iron (Class B) or Steel
- (l) Stem cover: Aluminium or galvanized steel
- (m) Shop Drawings:
- (i) Submit Shop Drawings of cast iron slide gates, wall thimbles, mechanical lift operator, stems, wall brackets and accessories in accordance with E5 of this specification.
- (n) Operating and Maintenance Manuals
- (i) Provide five (5) copies of all the manufacturer's brochures and technical literature detailing correct installation procedure and recommended operating and maintenance instructions. Manuals shall be bound with the project title and gate description identified on the front cover. One set of manuals shall be provided for each size of gate. Final payment for slide gate will not be made until the above information has been provided to the Contract Administrator.
- (o) Delivery and Shipping
- (i) The Contract Administrator will examine the slide gate assembly, thimble, frame, stem, operator and accessories upon delivery and will reject any equipment that is found to be damaged to the extent that, in the Contract Administrator's opinion, it cannot be put to the use for which it was intended. The Contractor shall arrange with the gate supplier to repair any superficially damaged equipment to the satisfaction of the Contract Administrator.
 - (ii) It shall be the responsibility of the Contractor to negotiate any claims for damage with the carrier and to make arrangements to have any rejected equipment replaced as soon as possible at no extra expense to the City.
- (p) Shop Testing
- (i) The fully assembled gate shall be shop inspected, adjusted and tested for operation and leakage at the design head before shipping.
- (q) Field Testing

- (i) The Contractor shall coordinate and arrange for a qualified field representative of the slide gate supplier/manufacturer to be present prior to and during field testing. The field representative shall complete required adjustments prior to field testing. If the gate fails the field leakage test, the field representative shall undertake adjustments, replacements or other modifications prior to repeating the test. The sequence shall be repeated until the gate passes the allowable leakage test.
- (ii) Slide Gate will be installed by others (Installation Contractor) and the Installation Contractor will be responsible for provision of field testing at the time of installation. Installation of the slide gate is tentatively scheduled to be completed by March 1, 2020.
- (iii) Slide Gate will be installed by others (Installation Contractor); however, the supply Contractor (the Contractor) will be responsible for field testing as described herein.
- (iv) Perform leakage tests in the Contract Administrator's presence once sluice gates have been installed to ensure compliance with the allowable leakage rate indicated in AWWA C560-14.
- (v) Arrange for a qualified field representative of the sluice gate supplier/manufacturer to be present during field testing.
- (vi) Generally, the test for seating head will be performed by closing the gate against high river levels in the spring and measuring the leakage rate through the gate.
- (vii) If it is not possible to use high river level, the Installation Contractor will install an inflatable plug in the outfall, fill the chamber with water to the specified head and measure the leakage rate through the gate. Inflatable plug shall be inflated from, anchored to and removable from the ground surface.
- (viii) The test for the unseating head will be performed by closing the sluice gate and flap gate, filling the chamber between the gates with water to the specified head and measuring the leakage rate through the gates.
- (ix) The Installation Contractor will be responsible to pump river water or supply water from a hydrant into the chamber for testing purposes.
- (x) If a gate fails the field leakage test, the Contractor shall undertake adjustments, replacements or other modifications recommended by the sluice gate supplier/manufacturer's field representative and repeat the test. The sequence shall be repeated until the gate passes the allowable leakage rate.

E6.5 Measurement and Payment

- E6.5.1 Supply and delivery of a cast iron slide gate, cast iron wall thimble, stem, wall brackets and all related appurtenances will be measured and paid for in accordance with Item No. 1 on Form B: Prices, executed in accordance with this specification and accepted by the Contract Administrator.

E7. CAST IRON FLAP GATE

E7.1 Description

- E7.1.1 This Specification shall cover the supply, delivery, inspection of installation (as described in E8) and testing of cast iron flap gates and wall thimbles.

E7.2 Submittals

- E7.2.1 Submit Shop Drawings of cast iron flap gate, wall thimble, and accessories in accordance with E5.
- E7.2.2 Submit Operating and Maintenance Manuals in accordance with E9.

- E7.2.3 Provide five (5) copies of all the manufacturer's brochures and technical literature detailing correct installation procedure and recommended operating and maintenance instructions. Manuals shall be bound with the project title and gate description identified in the front cover. One set of manuals shall be provided for each size of gate. Final payment for slide gates will not be made until the above information has been provided to the Contract Administrator.
- E7.2.4 Provide the following information to the Contact Administrator prior to the delivery of slide gate and operator assemblies in accordance with E5.
- (a) A certified copy of the Chemical and Physical Analysis on all materials used in the manufacture of the flap gate, wall thimbles, and accessories or certification that the materials used are in strict accordance with this specification.
 - (b) Copies of the shop test reports for Performance and Leakage tests. Included on the report shall be the signature of the official who is responsible for the gate assembly and testing.
- E7.3 General Design:
- (a) Type: Flange Back for mounting on a wall thimble.
 - (b) Gate Size: 2134 mm x 2134 mm (84" X 84")
 - (c) Mounting: Type F cast iron wall thimble
 - (d) Seating Head: Maximum design seating head for all flap gates will be 9.8 meters as measured from centreline of the gate to the top of the gate chamber.
 - (e) Cover: One piece cast iron with lifting eye for manual operation
 - (f) Seat: Raised brass surface and inclined to assure positive closure. Resilient rubber seats are not acceptable.
 - (g) Links: Complete with grease nipples at pivot pints and adjusting screws to align seating faces.
 - (h) Pivot Lugs: One piece ductile iron adjustable in the horizontal plane without removal of cover, complete with grease nipples.
 - (i) Acceptable Leakage: 1.24 litres per meter of seated perimeter.
 - (j) Paint: Frame and gate shall be surface prepared to SSPC-SP10 (near white blast) and painted with two coats of Intergard FP, Amerlock 2 Epoxy Coating or an approved equivalent high-build epoxy coating in accordance with B6. Epoxy coatings shall be 150 µm per coat dry film thickness. Above-ground components exposed to sunlight shall be coated with one finish coat of polyurethane enamel. Polyurethane enamel coatings shall be 100 µm per coat dry film thickness.
 - (k) Manufacturer: The flap gate shall be as manufactured by Hydro Gate, Rodney Hunt or Waterman.
- E7.4 Materials
- (a) Cast Iron pieces: ASTM A48 Cast Iron, (Class 30) or ASTM A126 Cast Iron (Class B)
 - (b) Seating Faces: ASTM B21 Bronze, Alloy 482
 - (c) Links: Cast iron or high tensile Bronze B584 – C865
 - (d) Bushings: Bronze B21, Alloy 482
 - (e) Hinge Pins: ASTM A276, Type 316 stainless steel or silicon Bronze B98 CA655
 - (f) Fasteners: ASTM A276, Type 316 stainless steel
 - (g) Grease Nipples: Stainless Steel

- (h) Shop Drawings:
 - (i) Submit Shop Drawings of cast iron flap gates and wall thimbles in accordance with E5 of this specification.
- (i) Operating and Maintenance Manuals
 - (i) Provide five (5) copies of all the manufacturer's brochures and technical literature detailing correct installation procedure and recommended operating and maintenance instructions. Manuals shall be bound with the project title and gate description identified on the front cover. One set of manuals shall be provided for each size of gate. Final payment for flap gates will not be made until the above information has been provided to the Contract Administrator.
- (j) Delivery and Shipping
 - (i) The Contract Administrator will examine the flap gate assemblies and wall thimbles upon delivery and will reject any equipment that is found to be damaged to the extent that, in the Contract Administrator's opinion, it cannot be put to the use for which it was intended. The Contractor shall arrange with the gate supplier to repair any superficially damaged equipment to the satisfaction of the Contract Administrator.
 - (ii) It shall be the responsibility of the Contractor to negotiate any claims for damage with the carrier and to make arrangements to have any rejected equipment replaced as soon as possible at no extra expense to the City.
- (k) Shop Testing
 - (i) The fully assembled gate shall be shop inspected, adjusted and tested for operation and leakage at the design head before shipping.
 - (ii) Provide the following information to the Contract Administrator prior to delivery of flap gate and wall thimble:
 - (i) A certified copy of the Chemical and Physical Analysis on all materials used in the manufacture of the flap gate and wall thimble or certification that the materials used are in strict accordance with this specification.
 - (ii) Copies of the test reports for Performance and Leakage tests. Included on the report shall be the signature of the official who is responsible for the gate assembly and testing.
- (l) Field Testing
 - (i) The Contractor shall coordinate and arrange for a qualified field representative of the flap gate supplier/manufacturer to be present prior to and during field testing. The field representative shall complete required adjustments prior to field testing. If the gate fails the field leakage test, the field representative shall undertake adjustments, replacements or other modifications prior to repeating the test. The sequence shall be repeated until the gate passes the allowable leakage test.
 - (ii) Flap Gates will be installed by others (installation contractor) and the installation contractor will be responsible for provision of field testing at the time of installation. Installation of the flap gates is tentatively scheduled to be completed by March 1, 2020.
 - (iii) Flap Gates will be installed by others (installation contractor); however, the supply Contractor (the Contractor) will be responsible for field testing as described herein.
 - (iv) Arrange for a qualified field representative of the flap gate supplier/manufacturer to be present during field testing.
 - (v) Generally, the test for seating head will be performed by closing the gate against high river levels in the spring and measuring the leakage rate through the gate.
 - (vi) If it is not possible to use high river level, the installation contractor will install an inflatable plug in the outfall, fill the chamber with water to the specified head and measure the leakage rate through the gate. Inflatable

plug shall be inflated from, anchored to and removable from the ground surface.

- (vii) The installation contractor will be responsible to pump river water or supply water from a hydrant into the chamber for testing purposes.
- (viii) If a gate fails the field leakage test, the Contractor shall undertake adjustments, replacements or other modifications recommended by the flap gate supplier/manufacturer's field representative and repeat the test. The sequence shall be repeated until the gate passes the allowable leakage rate.

E7.5 Measurement and Payment

- E7.5.1 Supply and delivery of a cast iron flap gate, embedded wall thimble and all related appurtenances will be measured and paid for in accordance with Item No. 2 on Form B: Prices, executed in accordance with this specification and accepted by the Contract Administrator.

E8. INSPECTION OF INSTALLATION OF EQUIPMENT

E8.1 General

- (a) The equipment will be installed by the installation contractor forces at a later date (winter/spring, 2020) and the supply Contractor (the Contractor) will be required to provide a qualified technical representative to:
 - (i) Provide training for the installation of the equipment,
 - (ii) Inspect the installation of the equipment,
 - (iii) Be present during the field testing of the equipment,
 - (iv) Provide training to City personnel in the operation and maintenance of the equipment, and
 - (v) Supervise commissioning.
- E8.2 The Contractor shall attend a turn over inspection with the Contract Administrator and the installation contractor, at which time the care and control of the equipment will be assumed by the installation contractor. The Contractor shall sign Form 200 Certificate of Equipment Delivery, attached in Part F, indicating equipment has been turned over in satisfactory condition.
- E8.3 Unless otherwise specifically stated in the Specifications, the Contractor shall provide, and shall allow for in his Bid, a factory-trained representative who, in conjunction with the Contract Administrator, shall give instructions regarding the installation of the equipment. The Contractor's representative shall complete Form 201 Certificate of Instruction, attached in Part F, when he is satisfied that the installation contractor has received adequate instruction in the installation of the Contractor's equipment. The completed Form 201 shall be submitted to the Contract Administrator prior to the commencement of equipment installation.
- E8.4 The Contractor's factory-trained representative shall visit the site as required to ensure that the installation work is being performed in a proper and workmanlike manner. The Contractor's representative shall complete Form 202 Certificate of Satisfactory Installation, attached in Part F, following installation of the equipment. The completed Form 202 shall be submitted to the Contract Administrator prior to the commencement of leakage testing.
- E8.5 The Contractor's representative shall be present to supervise the commissioning, initial operation, and functional testing of the equipment. The Contractor shall be required to complete Form 203 Certificate of Equipment Satisfactory Performance, attached in Part F, stating that his qualified representative has checked the installed equipment and found the equipment to be satisfactorily installed and in specified working operation. The completed Form 203 shall be received by the Contract Administrator prior to commencement of the Warranty period. The scheduling of the Contractor's factory-trained representative's visits to the site shall be to the mutual satisfaction of the Contractor and the Installation Contractor, and shall be agreed upon before the work of installing the equipment begins. The Contractor shall allow for a minimum of one (1) full working day at each worksite for commissioning, testing, and training services.

- E8.6 If the Contractor is requested by the installation contractor or the Contract Administrator to send a representative to the jobsite to investigate or rectify a suspected fault in the equipment furnished by the Contractor but it is found that the said equipment or Contractor is not at fault, the Contractor shall be entitled to be reimbursed for all reasonable costs and expenses incurred by him in sending his representative to the jobsite, at the per diem rate listed in Form B Prices.
- E8.7 Operating equipment and systems shall be performance tested by the Contractor in the presence of the Contract Administrator to demonstrate compliance with the specified operating requirements. Functional testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the Contract Administrator.
- E8.8 The Contractor shall provide training to City staff in accordance with Clause E10. Form 204 Certificate of Training shall not be issued until after training has been provided to the satisfaction of the City.
- E8.9 Immediately following issuance of Form 204 Certificate of Training, the City reserves the right to operate this equipment to suit system requirements.
- E8.10 Measurement and Payment
- E8.10.1 Inspection of installation of the cast-iron slide gate, cast-iron flap gate, embedded wall thimble and all related accessories will be measured and paid for in accordance with Item No. 3 and Item No. 4 on Form B: Prices, executed in accordance with this specification and accepted by the Contract Administrator.

E9. OPERATION AND MAINTENANCE MANUALS INCLUDING SPARE PARTS LIST

- E9.1 For each type of equipment, five (5) sets of Operation and Maintenance Manuals shall be submitted to the Contract Administrator for review. The Contractor shall provide these manuals ten (10) Calendar Days in advance before commencement of equipment startup and commissioning. Provision of Operation and Maintenance Manuals shall be considered incidental to the price paid for supply of equipment.
- E9.2 All instructions in these manuals shall be in the English language to guide the City in the proper operation and maintenance of the equipment.
- E9.3 Bind contents in a three (3)-"D-Ring", hard-covered, plastic-jacketed binder with full cover and spine insert. Organize contents into applicable sections of work, parallel to Specifications breakdown.
- E9.4 Provide all required data in electronic format. Text documents shall be Microsoft Word or Adobe format. Drawings, scanned documents, parts lists, test forms shall be in Adobe format. If possible, documents shall be an original electronic format. Documents that require scanning shall be high quality scans and fully legible. Documents shall be submitted on a high quality compact disk. Compact disk and case shall be labelled in type, with the following:
- (a) Tender number,
 - (b) Job Title, and
 - (c) Description of Equipment.
- E9.5 In addition to information called for in the Specifications, the following shall be included:
- (a) Title sheet, labelled "Operation and Maintenance Instructions", containing project name and date;
 - (b) List of contents;
 - (c) Reviewed Shop Drawings of all equipment;
 - (d) Certified factory test results;
 - (e) Names, addresses, and telephone numbers of all major sub-contractors and suppliers;

- (f) Detailed specification and operating and maintenance instructions for all items of equipment provided including a preventative maintenance program;
- (g) An itemized list of spare parts recommended for five years of service, particularly those components where failure of which will render the equipment supplied inoperative. Any special tools or other ancillary items necessary for commissioning and/or proper operation and maintenance shall also be listed. These prices shall be available to the City at any time prior to the issuance of the Certificate of Acceptance;
- (h) Part books that illustrate and list all assemblies, sub-assemblies, and components.
- (i) Routine test procedures for all electronic and electrical circuits;
- (j) Troubleshooting chart covering the complete controls/electrical power systems, showing description of trouble, probable cause, and suggested remedy;

E9.6 The Contractor shall modify and supplement the manual as required by the Contract Administrator. When accepted, six (6) additional copies, including electronic versions, shall be provided by the Contractor for distribution purposes. The City's staff shall be in receipt of these manuals prior to the date set out for delivery as per the dates set out in D10. The Contract shall not be considered complete until the above manuals have been completed and submitted to the satisfaction of the Contract Administrator.

E9.7 Measurement and Payment

E9.7.1 Supply and delivery of operation and maintenance manuals including spare parts lists shall be considered incidental to the Works of this Contract and should be included in Item No.3 and Item No.4 on Form B: Prices. No direct measurement or payment will be made for this item.

E10. TRAINING

E10.1 The Contractor shall include costs for providing training to City staff by a factory-trained representative on the operation and maintenance of the equipment.

E10.2 Training for the equipment shall be conducted before the operation period as described in Form 203 Certificate of Equipment Satisfactory Performance. The training session shall be conducted on site, in conjunction with commissioning. The Contractor shall provide a qualified instructor as well as the necessary course materials.

E10.3 At the request of the Contract Administrator, training shall be provided in one session for operation and maintenance staff. The training shall cover operation and maintenance.

E10.4 If requested by the Contract Administrator, training shall be completed in conjunction with commissioning of the equipment. The Contract shall not be considered complete until the training has been provided and Form 204 Certificate of Training has been signed.

E10.4.1 Further to E10.4, if the Contract Administrator waives the requirement of training, submission of Form 204 Certificate of Training will not be required.

E10.5 Measurement and Payment

E10.5.1 Training of City Staff will be measured and paid for in accordance for Item No. 5 on Form B: Prices, executed in accordance with this specification and accepted by the Contract Administrator.

E10.5.2 If the Contract Administrator waives the requirement for training of City Staff, no payment will be made for this item.

PART F - FORMS

Form 200 Certificate of Equipment Delivery

Form 201 Certificate of Instruction

Form 202 Certificate of Satisfactory Installation

Form 203 Certificate of Equipment Satisfactory Performance

Form 204..... Certificate of Training

FORM 200:
CERTIFICATE OF EQUIPMENT DELIVERY

We certify that the equipment listed below has been delivered into the care of the Installation Contractor. The equipment has been found to be in satisfactory condition and meets its Basic Design Criteria. No defects in the equipment were found.

Project: _____

Item of Equipment: _____

Tag No.: _____

Reference Specification: _____

(Authorized Signing Representative of the Installation Contractor)

(Date)

(Authorized Signing Representative of the Contractor)

(Date)

(Authorized Signing Representative of the Contract Administrator)

(Date)

FORM 201:
CERTIFICATE OF INSTRUCTION

I have completed instruction of the installation of the equipment listed below:

Project: _____
Item of Equipment: _____
Tag No.: _____
Reference Specification: _____

(Authorized Signing Representative of the Contractor)

(Date)

I certify that the party responsible for the installation of the equipment listed below has received instructions from the Contractor.

(Authorized Signing Representative of the Installation Contractor)

(Date)

FORM 202:
CERTIFICATE OF SATISFACTORY INSTALLATION

I have completed my check and inspection of the installation listed below and confirm that it is satisfactory and that defects have been remedied to my satisfaction except any as noted below:

Project: _____

Item of Equipment: _____

Tag No.: _____

Reference Specification: _____

Outstanding Defects : _____

(Authorized Signing Representative of the Contractor)

(Date)

FORM 203:
CERTIFICATE OF EQUIPMENT SATISFACTORY PERFORMANCE

We certify that the equipment listed below has been validated and has been operated for at least seven (7) consecutive days and that the equipment operated satisfactory and meet its Basic Design Criteria. No defects in the equipment were found. The equipment is therefore classed as "conforming"

Project: _____

Item of Equipment: _____

Tag No.: _____

Reference Specification: _____

(Authorized Signing Representative of the Contractor)

(Date)

(Authorized Signing Representative of the Installation Contractor)

(Date)

(Authorized Signing Representative of the Contract Administrator)

(Date)

FORM 204:
CERTIFICATE OF TRAINING

We certify that we have received the appropriate training in the operation and maintenance of the supplied equipment in accordance with these Specifications.

Project: _____

Item of Equipment: _____

Tag No.: _____

Reference Specification: _____

(Authorized Signing Representative of the Contractor)

(Date)

(Authorized Signing Representative of the City)

(Date)

(Authorized Signing Representative of the Contract Administrator)

(Date)