



THE CITY OF WINNIPEG

TENDER

TENDER NO. 117-2022

**PROVISION OF INSPECTION SERVICES FOR CONDITION ASSESSMENT OF THE
BRANCH II AQUEDUCT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF INSPECTION SERVICES FOR CONDITION ASSESSMENT OF THE BRANCH II AQUEDUCT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 1, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the Site at 9:00 a.m. on March 17, 2022 to provide Bidders access to the Site. Bidders are instructed to meet at the first location at 9:00 a.m. after which site investigation will move to the subsequent location. The only other anticipated location is Wilkes Reservoir.

- (a) Deacon Reservoir and Booster Pumping Station, Air Release Chamber #6 (ID UNKNOWN)
- (b) Red River Floodway Siphon Crossing, Air Release Chambers #2007A (ID W-VP00000657) & #2007B (ID W-VP00000660)
- (c) Air Release Chamber #5 (ID UNKNOWN)
- (d) Branch I and Branch II Interconnector Chamber (ID W-VP00000303)
- (e) Air Release Chamber #4 (ID W-AV70000108)
- (f) Air Release Chamber #3 (ID W-AV70000112)
- (g) Air Release Chamber #2 (ID W-AV70000115)
- (h) Red River Siphon Crossing
- (i) Air Release Chamber #1 (ID W-AV70000107)
- (j) Wilkes Reservoir

B3.2 Proponents attending the site investigation are required to register for the site investigation at least 48 hours prior to the site investigation by contacting the Contract Administrator listed in D5.

B3.3 The Bidder is advised that, at minimum, hard hats, safety boots, safety vest and eye protection are mandatory for all Persons attending the Site.

B3.4 The Bidder is advised that all valve chambers are Confined Entry locations. Persons wishing to enter the chambers will be required to supply all necessary personal protective safety equipment, including body harness, hard hats, safety boots, gloves, gas detector, and personal lighting. The City will provide a retrieval hoist, surface lighting, and a gas detector for pre entry measurements. Personnel attending the Site shall be properly trained in Confined Space entry in accordance with Manitoba legislation and their individual company policy.

B3.5 Although attendance at the Site Investigation is not mandatory, the City strongly suggests that Proponents attend.

B3.6 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.

B3.7 The Bidder may view portions of the site located within public right of ways without making an appointment.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.
- B4.2 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 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 Tender 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 Tender 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.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Tender 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 Tender, 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 MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated D5

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

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 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 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/Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal 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/Proposal, 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/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered 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.
- B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D26. Any such costs shall be determined in accordance with D26.
- 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).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

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) Pure Technologies Ltd.
 - (i) Provided specifications for the operating parameters of the Pipe Diver EM tool.

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Bidders, by responding to this Tender, 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;
 - (e) 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;

- (f) 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
- (g) 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.

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 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.

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;
- (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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- 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;
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .
- 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™) in the form of:
 - (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 by providing:
- (a) Evidence of compliance to the technical requirements outlined in E2 and E5.
 - (b) Qualifications for each of the field superintendent and data analyst including:
 - (i) Two (2) reference projects of similar size, scope and nature, including recent contact reference with phone number and email. The references provided may be contacted to confirm the performance of personnel and work performed.
- 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 include in its Bid Submission bid security in the form of a digital 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 Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials

Management Division website at
<https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 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.
- B14.5 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 formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 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 Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.
- 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 MERX website at www.merx.com.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- 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/Proposal.

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 formed and the contract securities have been 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/Proposal.

B17. WITHDRAWAL OF BIDS

B17.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

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 Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (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 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 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

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 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 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 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D26 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.5 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 B18.
- B19.5.1 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 2020-01-31) 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 Tender 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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of inspection of the Branch II Aqueduct by use of internal EM inspection equipment, including planning, inspection, data analysis and reporting.

D3.2 The major components of the Work are as follows:

- (a) Inspection Planning;
- (b) Mobilization;
- (c) Civil modifications to facilitate inspection;
- (d) Internal inspection of the Branch II Aqueduct by free swimming EM methods, from Deacon Reservoir and Booster Pumping Station to W.D. Hurst Pumping Station and Wilkes Reservoir (approximately 19km);
- (e) Data analysis;
- (f) Reporting;
- (g) Site restoration, where required.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) "**ASTM**" means America Society for Testing and Materials;
- (b) "**AWWA**" means American Water Works Association;
- (c) "**CSA**" means Canadian Standards Association;
- (d) "**EM**" means Electromagnetic;
- (e) "**PCCP**" means Prestressed Concrete Cylinder Pipe;
- (f) "**Proponent**" means any Person or Persons submitting a bid;
- (g) "**RFT**" means Remote Field Technologies;
- (h) "**RFTC**" means Remote Field Transformer Coupling

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is AECOM, represented by:
Mr. Shane Cooper, C.E.T.
Contract Administrator

Telephone No. 204 330 3161
Email Address shane.cooper@aecom.com

D5.2 At the pre-construction meeting, Mr. Cooper will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 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.

D7. NOTICES

D7.1 Except as provided for in C22.4, 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/Proposal.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.

D7.3 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

D8. FURNISHING OF DOCUMENTS

D8.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF form only.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D10.3 Notwithstanding 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.

D11. INSURANCE

- D11.1 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, broad form property damage cover 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) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 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 Documents, as applicable.
- D11.4 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.

D12. CONTRACT SECURITY

- D12.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond 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; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.
- D12.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1(b).

D12.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D12.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter 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 Documents, if applicable.

D12.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D13. SUBCONTRACTOR LIST

D13.1 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 the General Conditions for the return of the executed Contract Documents, if applicable.

D14. EQUIPMENT LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment 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 Documents, if applicable.

D15. DETAILED WORK SCHEDULE

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D15.2 The detailed work schedule shall consist of the following:

- (a) A Gantt chart for the Work based on the Critical Path Method (C.P.M.) schedule;

- D15.3 Further to D15.2, the schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work, as well as show those activities/tasks on the critical path:
- (a) Inspection Planning
 - (b) Mobilization
 - (c) Civil modifications
 - (d) Temporary Aqueduct shutdown to facilitate tool Launch.
 - (i) All shutdowns must be coordinated with City of Winnipeg staff. Exact dates may be adjusted by the City of Winnipeg based on other projects or staff availability.
 - (e) Inspection
 - (f) Data Analysis
 - (g) Reporting
 - (h) Site Restoration

SCHEDULE OF WORK

D16. COMMENCEMENT

- D16.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D16.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the contract security specified in D12;
 - (vi) the Subcontractor list specified in D13;
 - (vii) the equipment list specified in D14;
 - (viii) the inspection plan specified in E2;
 - (ix) the tool retrieval plan and risk assessment specified in E14.3.2(b);
 - (x) the detailed work schedule specified in D15;
 - (xi) shop drawings specified in E6;
 - (xii) the direct deposit application form specified in D25;
 - (xiii) Security Clearances specified in PART F - ;
 - (xiv) Construction in close proximity to critical infrastructure shall not commence until both the equipment and construction method statements have been submitted, reviewed, and accepted by the Contract Administrator.
 - (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.
- D16.3 The Contractor shall not commence the Work on the Site before June 1, 2022.
- (a) Note that a major project is occurring at the Wilkes Reservoir with a projected completion date of the end of May. Should the project not be complete by the Commencement Date stated in D16.3, this Commencement date may be subject to change.
- D16.4 The City intends to award this Contract by May 13, 2022.

D16.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D17. CRITICAL STAGES

D17.1 The Contractor shall achieve Critical Stages of the Work in accordance with the following requirements:

- (a) CS1. Mobilization for Pipeline Inspection – The Contractor shall be mobilized and prepared to undertake the identified inspections to accommodate the date established in D17.4(a)
- (b) CS2. Submission of Draft Data Report – A draft data report shall be submitted to Contract Administrator within forty (40) Calendar Days of completion of the data collection in D17.4(a).
- (c) CS3. Submission of Final Data Report – A final data report shall be submitted within thirty (30) Calendar Days of receipt of comments from the Contract Administrator on the submitted Draft Report.

D17.2 Final Critical Stage date for D17.1(b) will be established immediately upon receipt of letter of intent, on a mutually agreeable schedule between the City of Winnipeg, and the Contractor based on the availability of all parties and procurement of materials. The Contract Administrator will schedule a meeting with all parties within three (3) Business Days of receipt of the Letter of Intent.

D17.3 Once inspection dates are established, the Critical Stage Date identified in D17.1(c) will be established.

D17.4 The Contractor shall achieve Critical Stages of the Work in accordance with the following requirements:

- (a) The aqueduct inspection and retrieval of the Free Swimming EM tool must be completed within a 24 hour period by no later than June 17, 2022;
- (b) The submission of the Draft Report within forty (40) Calendar Days of completion of the data collection in D17.4(a).

D18. TOTAL PERFORMANCE

D18.1 The Contractor shall achieve Total Performance within thirty (30) consecutive Calendar Days of the receipt of comments on Draft Report as defined in D17.4(b).

D18.2 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.

D19. LIQUIDATED DAMAGES

D19.1 If the Contractor fails to achieve, Critical Stages 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) Critical Stage D17.1(a) – two thousand five hundred dollars (\$2,500.00);
- (b) Critical Stage D17.1(b) – two hundred fifty dollars (\$250.00); and
- (c) Total Performance – two hundred fifty dollars (\$250.00).

D19.2 The amounts specified for liquidated damages in D19.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Critical Stages or Total Performance by the days fixed herein for same.

D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. COVID-19 SCHEDULE DELAYS

D20.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D20.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D20.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D20.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D20.5 The Work schedule, including the durations identified in D17 to D18 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

D20.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D20.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D21. JOB MEETINGS

D21.1 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.

D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D22.1 Further to C6.26, 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).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D23.1 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

D24. INVOICES

- D24.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:

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

Facsimile No.: 204-949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

- D24.2 Invoices must clearly indicate, as a minimum:

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

- D24.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D25. PAYMENT

- D25.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

THIRD PARTY AGREEMENTS

D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

- D26.2 Further to D26.1, in the event that the obligations in D26 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D26.3 For the purposes of D26:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D26.4 Modified Insurance Requirements

D26.4.1 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D26.4.2 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide builders’ risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D26.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D26.4.4 Further to D11.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.

D26.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D26.5 Indemnification By Contractor

D26.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.

D26.6 Records Retention and Audits

D26.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D26.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D26.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce

them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D26.7 Other Obligations

- D26.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D26.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D26.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D26.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D26.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D26.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

D27. DISPUTE RESOLUTION

- D27.1 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D27.2 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D27.3 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.

- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:

- (i) The Contract Administrator;
- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
- (iii) Department Head.

D27.3.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick-off meeting.

D27.3.2 As these negotiations are not an adjudicative hearing, neither party may have legal council present during the negotiations.

D27.3.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D27.3.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D27.3.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

FORM H1: PERFORMANCE BOND
(See D12)

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

TENDER NO. 117-2022

PROVISION OF INSPECTION SERVICES FOR CONDITION ASSESSMENT OF THE BRANCH II
AQUEDUCT

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: LABOUR AND MATERIAL PAYMENT BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

TENDER NO. 117-2022

PROVISION OF INSPECTION SERVICES FOR CONDITION ASSESSMENT OF THE BRANCH II
AQUEDUCT

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (iv) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (v) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (vi) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ 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)

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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. 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 B7.
- E1.4 The following are applicable to the Work:

<u>Appendix</u>	<u>Name</u>
A	Site Photos and Figure

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	Overall Inspection Plan - Water Treatment Plant to W.D. Hurst Pumping Station
2	Water Treatment Plant to Branch Aqueduct Interconnector
3	Branch Aqueduct Interconnector to Red River Siphon Crossing
4	Red River Siphon Crossing to W.D. Hurst Pumping Station

- E1.5 Further to E1.5, related "as-built" drawing portable document format (PDF) are available by request to the Contract Administrator after completion and submittal of a Non-Disclosure Agreement. These drawings will be released at the sole discretion of the City.

E2. INSPECTION PLAN

- E2.1 An inspection plan is to be submitted to the Contract Administrator prior to commencement as stated in D16.2(a)(viii). This plan shall include, but is not limited to:
- Anticipated duration of inspection (in hours) based on a 0.5m/s flow rate in the Aqueduct;
 - Anticipated Aqueduct down time for tool launch;
 - Anticipated reservoir isolation time for tool retrieval;
 - Tool retrieval plan as specified in E14;
 - Any modifications required to the pipeline as specified in E12;
 - Any site access modifications as specified in E8; and
 - Tool disinfection plan as specified in E13.
- E2.2 Measurement and Payment
- Payment for Inspection Planning will be on a Lump Sum basis and paid for at the Contract Unit Price for "Inspection Planning".

E3. MOBILIZATION AND DEMOBILIZATION

E3.1 Description

(a) This Specification shall govern mobilization and demobilization from site.

E3.2 Measurement and Payment

E3.2.1 Mobilization and Demobilization

(a) Mobilization and demobilization will be measured on a lump sum basis and paid for at the Contract Lump Sum Price for "Mobilization and Demobilization". Payment for Mobilization and demobilization shall include all costs associated with mobilization and demobilization, site set up, and cleanup. Payment will be made on the following schedule:

(b) 100% of the Mobilization and Demobilization lump sum price will be paid subsequent to the payment of "Branch II Aqueduct Inspection".

E4. BRANCH II AQUEDUCT INSPECTION

E4.1 The Branch II Aqueduct inspection shall be carried out using a free-swimming EM RFTC tool suitable to detect wire breaks in PCCP pipe.

E4.2 The free-swimming inspection EM RFTC equipment shall be capable of:

- (a) Performing non-destructive inspection during live flow conditions;
- (b) Being launched from a 600mm diameter access point in an air release chamber located at the Deacons WTP;
- (c) Traversing butterfly valves, gate valves, bends and other configurations common to water transmission mains;
- (d) Being tracked from above ground during the inspection;
- (e) Detecting a minimum of five (5) consecutive broken wire wraps to a horizontal precision of +/- 0.3 metres;
- (f) Classifying and quantifying anomalies found based on a detailed signal library as features, damage or other as applicable;
- (g) Inspecting approximately 19,000 metres of continuous PCCP pipe in a single deployment;
- (h) Obtaining data in a flow conditions ranging from 0.15m/s to 0.9m/s; and
- (i) Being retrieved at Wilkes Reservoir.

E4.3 Equipment used shall be Xylem / Pure Technologies PipeDiver or approved equal in accordance to B7.

E4.4 The budget for this project is \$1,300,000.00 plus applicable taxes.

E4.5 Measurement and Payment

(a) Payment for "Branch II Aqueduct Inspection" will be on a unit basis and paid for at the Contract Unit Price for successful "Branch II Aqueduct Inspection".

E5. REPORTING

E5.1 The final report shall consist of a written Condition Summary Report as well as obtained digital data including a video and GIS data.

E5.2 The Condition Summary Report shall contain (at a minimum):

- (a) Executive Summary;
- (b) Location map of project;

- (c) Start and end dates of inspection and data processing;
- (d) Any pertinent information used to understand the data, including but not limited to photographs and video references; and
- (e) A conclusion that is clear and concise and depict the condition of the pipe at the time of inspection.

E5.3 Submit results in a GIS format using mapping-grade GPS data that is compatible with the City of Winnipeg GIS system. Definition of City of Winnipeg GIS datum will be provided to successful Proponent.

E5.4 Measurement and Payment

- (a) Payment for the final report and video will be on a Lump Sum basis and paid for at the Contract Unit Price for "Project Deliverables".

E6. SHOP DRAWINGS

E6.1 Description

- (a) This Specification shall revise, amend, and supplement the requirements of CW 1110 of the City of Winnipeg's Standard Construction Specifications.

E6.2 Submit all Shop Drawings in accordance with CW 1110 except as modified herein.

E6.3 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 shown on all submissions for Engineering review.

E6.4 Submit Shop Drawing submissions within five (5) Calendar days of a request as indicated in D16.2(a)(xi), or receipt of Notice of Award in accordance with B19, whichever is earlier.

E6.5 Allow for a five (5) Calendar day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.

E6.6 Shop Drawings not meeting the requirements of CW 1110 or the requirements specified herein will be returned to the Contractor without review for resubmission.

E6.7 Review of Shop Drawings by the Contract Administrator will be limited two (2) reviews per Shop Drawing. This shall include a review of the initial submission and a review of the revised submission. Costs associated with subsequent reviews will be billed of the Contractor.

E6.8 Measurement and Payment

- (a) Shop Drawings will not be measured for payment. They will be considered incidental to the Work.

E7. ENVIRONMENTAL PROTECTION

E7.1 The Contractor shall be aware that the Branch II Aqueduct and associated infrastructure is for potable water and no contamination by fuel, chemicals, etc. shall be permitted at any time. Fuels or chemicals shall not be stored within 30 metres of the existing chambers, excavations, etc.

E7.2 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the environmental protection measures as herein specified.

E7.3 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work:

E7.3.1 Federal

- (a) Canadian Environmental Protection Act (CEPA) c.16;

- (b) Canadian Environmental Assessment Act (CEAA) c.37;
- (c) Transportation of Dangerous Goods Act and Regulations c.34; and
- (d) Migratory Birds Convention Act, 1994.

E7.3.2 Provincial

- (a) The Dangerous Goods Handling and Transportation Act D12;
- (b) The Endangered Species Act E111;
- (c) The Environment Act c.E125;
- (d) The Fire Prevention Act F80;
- (e) The Manitoba Heritage Resources Act H39.1;
- (f) The Manitoba Noxious Weeds Act N110;
- (g) The Manitoba Nuisance Act N120;
- (h) The Public Health Act c.P210;
- (i) The Workplace Safety and Health Act W210; and
- (j) And current applicable associated regulations.

E7.3.3 Municipal

- (a) The City of Winnipeg By-law no. 1/2008;
- (b) The City of Winnipeg Waterway By-Law no. 5888/92; and
- (c) Other applicable Acts, Regulations and By-laws.

E7.4 The Contractor is advised that the following environmental protection measures apply to the Work.

E7.4.1 Materials Handling and Storage

- (a) Construction materials and debris shall be prevented from entering drainage pipes or channels.
- (b) Construction materials and debris shall also be prevented from accumulating on local roadways and sidewalks when tracked out of the Site by trucks hauling excavated materials.
- (c) The Contractor shall provide on-site measures to mitigate the tracking of sediment off-site and therefore reduce the amount of street cleaning required. These measures may take the form of a truck wheel wash (automated or manually operated) or other measures as approved by the Contract Administrator.

E7.4.2 Fuel Handling and Storage

- (a) The Contractor shall obtain all necessary permits from Manitoba Conservation for the handling and storage of fuel products and shall provide copies to the Contract Administrator.
- (b) All fuel handling and storage facilities shall comply with The Dangerous Goods and Transportation Act Storage and Handling of Petroleum Products Regulation and any local land use permits.
- (c) Fuels, lubricants, and other potentially hazardous materials as defined in The Dangerous Goods and Transportation Act shall be stored and handled within the approved storage areas.
- (d) The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.
- (e) Products transferred from the fuel storage area(s) to specific Work Sites shall not exceed the daily usage requirement.

- (f) When servicing requires the drainage or pumping of fuels, lubricating oils or other fluids from equipment, a groundsheets of suitable material (such as HDPE) and size shall be spread on the ground to catch the fluid in the event of a leak or spill.
- (g) Refuelling of mobile equipment and vehicles shall take place at least 100 metres from a watercourse.
- (h) The area around storage Sites and fuel lines shall be distinctly marked and kept clear of snow and debris to allow for routine inspection and leak detection.
- (i) A sufficient supply of materials, such as absorbent material and plastic oil brooms to clean up minor spills shall be stored nearby on-site. The Contractor shall ensure that additional material can be made available on short notice.

E7.4.3 Waste Handling and Disposal

- (a) The construction area shall be kept clean and orderly at all times during and at completion of construction.
- (b) At no time during construction shall personal or construction waste be permitted to accumulate for more than one day at any location on the construction site, other than at a dedicated storage area as may be approved by the Contract Administrator.
- (c) All resulting debris shall be deposited at a Waste Disposal Ground operating under the authority of Manitoba Regulation #150/91. Exceptions are liquid industrial and hazardous wastes which may require special disposal methods (see SC:21.4 D).
- (d) Indiscriminate dumping, littering, or abandonment shall not take place.
- (e) No on-site burning of waste is permitted.
- (f) Waste storage areas shall not be located so as to block natural drainage.
- (g) Run-off from a waste storage area shall not be allowed to cause siltation of a watercourse.
- (h) Waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.
- (i) Equipment shall not be cleaned near watercourses; contaminated water from onshore cleaning operations shall not be permitted to enter watercourses.

E7.4.4 Dangerous Goods/Hazardous Waste Handling and Disposal

- (a) Dangerous goods/hazardous waste are identified by, and shall be handled according to, The Dangerous Goods Handling and Transportation Act and Regulations.
- (b) The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.
- (c) The Contractor shall have on-site staff that is trained and certified in the handling of the dangerous/hazardous goods, when said dangerous/hazardous goods are being utilized on-site for the performance of the Work.
- (d) Different waste streams shall not be mixed.
- (e) Disposal of dangerous goods/hazardous wastes shall be at approved hazardous waste facilities.
- (f) Liquid hydrocarbons shall not be stored or disposed of in earthen pits on-site.
- (g) Used oils shall be stored in appropriate drums, or tankage, until shipment to waste oil recycling centres, incinerators, or secure disposal facilities approved for such wastes.
- (h) Used oil filters shall be drained, placed in suitable storage containers, and buried or incinerated at approved hazardous waste treatment and disposal facilities.
- (i) Dangerous goods/hazardous waste storage areas shall be located at least 100 metres away from the high water line and be diked.
- (j) Dangerous goods/hazardous waste storage areas shall not be located so as to block natural drainage.

- (k) Run-off from a dangerous goods/hazardous waste storage area shall not be allowed to cause siltation of a watercourse.
- (l) Dangerous goods/hazardous waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.

E7.4.5 Emergency Response

- (a) The Contractor shall ensure that due care and caution is taken to prevent spills.
- (b) The Contractor shall report all major spills of petroleum products or other hazardous substances with the potential for impacting the environment and threat to human health and safety to the Contract Administrator and Manitoba Environment, immediately after occurrence of the environmental accident, by calling the 24-hour emergency telephone phone number (204) 945-4888. The Contract Administrator shall also be notified.
- (c) The Contractor shall designate a qualified supervisor as the on-site emergency response coordinator for the project. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill.
- (d) The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-site emergency response coordinator:
 - (i) Notify emergency-response coordinator of the accident:
 - identify exact location and time of accident
 - indicate injuries, if any
 - request assistance as required by magnitude of accident (Manitoba Environment 24-hour Spill Response Line (204) 945-4888, Police, Fire Department, Ambulance, company backup).
 - (ii) Attend to public safety:
 - stop traffic, roadblock/cordon off the immediate danger area
 - eliminate ignition sources
 - initiate evacuation procedures if necessary
 - (iii) Assess situation and gather information on the status of the situation, noting:
 - personnel on site
 - cause and effect of spill
 - estimated extent of damage
 - amount and type of material involved
 - proximity to waterways and the Aqueduct
 - (iv) If safe to do so, try to stop the dispersion or flow of spill material:
 - approach from upwind
 - stop or reduce leak if safe to do so
 - dike spill material with dry, inert sorbent material or dry clay soil or sand
 - prevent spill material from entering waterways and utilities by diking
 - prevent spill material from entering Aqueduct manholes and other openings by covering with rubber spill mats or diking
 - (v) Resume any effective action to contain, clean up, or stop the flow of the spilled product.
- (e) The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to the Manitoba Environment according to The Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.
- (f) When dangerous goods are used on-site, materials for containment and cleanup of spill material (e.g. absorbent materials, plastic oil booms, and oversized recovery drums) shall be available on-site.

- (g) Minor spills of such substances that may be contained on land with no significant impact on the environment may be responded to with in-house resources without formal notification to Manitoba Environment.
- (h) City emergency response, 9-1-1, shall be used if other means are not available.

E7.5 Vegetation

- (a) Vegetation shall not be disturbed without written permission of the Contract Administrator. The Contractor shall protect plants which may be at risk of accidental damage. Such measures may include protective fencing or signage.
- (b) Herbicides and pesticides shall not be used adjacent to any surface watercourses.
- (c) All landowners adjacent to the area of application of herbicides or pesticides shall be notified prior to the Work.
- (d) Trees and shrubs shall not be felled into watercourses.
- (e) Areas where vegetation is removed during clearing, construction, and decommissioning activities, shall be revegetated as soon as possible in accordance the requirements outlined herein, or as directed by the Contract Administrator.

E7.6 Measurement and Payment

- (a) The work covered in this section will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E8. SITE ACCESS

E8.1 Site Access Requirement and Constraints

- (a) Water Treatment Plant at Deacon Reservoir and Booster Pumping Station
 - (i) Access to the air release chamber located within the Water Treatment Plant facility for tool launch is via the main access gate at the entrance of the facility.
 - (ii) Contractor shall coordinate access with the Contract Administrator a minimum of ten (10) Business Days prior to site access.
 - (iii) Light duty trucks and construction trailers may utilize the roadways within the facility as required to facilitate the Work.
 - (iv) Maintain access to all approaches and roadways within the Water Treatment Plant facility at all times.
 - (v) Contractor shall be responsible for providing and maintaining all necessary traffic control in accordance with E11 and the City of Winnipeg Manual of Temporary Traffic Control.
 - (vi) Contract Administrator will coordinate with the City to provide access to the air release chamber.
- (b) Red River Floodway Siphon
 - (i) Access to the east air release chamber is via private approach located to the south of Deacon Reservoir, off of Deacon Road.
 - (ii) Access to the west air release chamber is via Duff Roblin Parkway Trail. The trail can be accessed from Dugald Road.
 - (iii) Light duty trucks and trailers may utilize multi-use pathways as required to facilitate the work.
 - (iv) Construction trailers and all vehicles not required to complete work shall be parked on adjacent streets.
 - (v) Contractor to maintain access to all private approaches.
 - (vi) Contractor shall be responsible for providing and maintaining all necessary traffic control in accordance with E11 and the City of Winnipeg Manual of Temporary Traffic Control.

- (vii) Contract Administrator will coordinate with the City to provide access to the air release chamber.
- (c) W.D. Hurst Pumping Station and Wilkes Reservoir
 - (i) Access to Wilkes Reservoir for inspection tool retrieval is via the main entrance gate located on Hurst Way.
 - (ii) Contractor shall coordinate access with the Contract Administrator a minimum of ten (10) Business Days prior to site access.
 - (iii) Light duty trucks and construction trailers may utilize the roadways within the facility as required to facilitate the Work.
 - (iv) Maintain access to all approaches and roadways within the Wilke Reservoir yard at all times.
 - (v) Contractor shall be responsible for providing and maintaining all necessary traffic control in accordance with E11 and the City of Winnipeg Manual of Temporary Traffic Control.
 - (vi) Contract Administrator will coordinate with the City to provide access to the Wilkes Reservoir for tool retrieval.
- (d) General
 - (i) The Contractor shall exercise caution to prevent damage to existing pavements, curbs, sidewalks, grassed areas, and trees. Surface restoration of damaged areas caused by the Contractor outside of the designated construction areas shall be the responsibility of the Contractor.
 - (ii) Where site access utilizes multi-use pathways or sidewalks, the pathways or sidewalks must remain open to public use. Ensure adequate delineation, fencing, flagging or other measures are used to protect public.
 - (iii) The Contractor shall coordinate access to private property and/or right-of-ways with the Contract Administrator. No work shall commence on private property without approval from the Contract Administrator.
 - (iv) Where tracked equipment is utilized, protect pathways from damage with planking. No payment will be made for damages caused by equipment tracks on unprotected surfaces.
 - (v) Where site access utilizes grassed right-of-ways, limit access for heavy equipment to a single pathway directly from street to work area. Protect grassed areas with planking or other measures to minimize rutting and damage.
 - (vi) Laydown and storage areas shall be staged away from areas prone to damage.
 - (vii) The Contractor shall maintain access to all businesses during business hours, except where written authorization has been provided by the business.
 - (viii) The Contractor shall not park company or private vehicles inside a barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.
 - (ix) The Contractor is responsible for maintaining safe vehicular traffic through their work site. The Contractor shall rectify any unsafe conditions immediately upon notification. This could include but is not limited to providing flag persons, clearing debris and snow from sites, moving equipment, and erecting additional signage.

E8.2 Site Security

- (a) All personnel accessing secured sites including the WTP, valve chambers and Wilkes Reservoir must obtain security clearances as per PART F -

E8.3 Measurement and Payment

- (a) Development of site access will be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E9. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO AQUEDUCTS

E9.1 Description

E9.1.1 This Section details operating constraints for all work to be carried out in close proximity to the City aqueducts and other critical water infrastructure. Close proximity shall be deemed to be any construction activity within a 5 m horizontal offset from the centerline of the feeder main, within 5 m of valve chambers and other appurtenances, and any other infrastructure identified below.

E9.1.2 The following shall be considered critical pipelines and water infrastructure for this project:

- (a) Branch II Aqueduct piping
- (b) Air release chambers, pressure manholes, and valve chambers located on the sites identified herein and as shown on the Drawings.

E9.2 General Considerations for Work in Close Proximity to Feeder Mains and Aqueducts

E9.2.1 Aqueducts are a critical component of the City of Winnipeg Regional Water Supply System and work in close proximity to aqueduct piping shall be undertaken with an abundance of caution. Aqueducts cannot typically be taken out of service for extended periods to facilitate construction and inadvertent damage caused to the pipe would likely have catastrophic consequences.

E9.2.2 Work around feeder mains and aqueducts shall be planned and implemented to minimize the time period that work is carried out in close proximity to the pipe and to ensure that the pipeline is not subjected to excessive construction related loads, including excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement.

E9.2.3 Large diameter pressure pipe generally has limited ability to withstand increased earth and live loading. Therefore, every precaution must be undertaken to ensure that applied loading during all phases of construction is within accepted loading parameters. PCCP typically fails in a non-ductile mode and has the potential to cause extensive consequential damage to infrastructure if failure should occur.

E9.3 Submittals

E9.3.1 Submit proposed construction equipment specifications to the Contract Administrator for review a minimum of five (5) Business Days prior to construction. The equipment submission shall include:

- (a) equipment operating and payload weights;
- (b) equipment dimensions, including: wheel or track base, track length or axle spacing, track widths or wheel configurations;
- (c) load distributions in the intended operating configuration.

E9.4 Lock-out and Tag-out Procedures

E9.4.1 The Contractor, City of Winnipeg Water and Waste Department, and Contract Administrator will all be required to lock out all valves closed in order to facilitate this work. Where site access and lockout space on system valves is limited, the following lockout/tag out procedures will be implemented;

- (a) Lockout locations for valves will be identified by the City.
- (b) City of Winnipeg will provide a single lock, chains and other devices to adequately secure valves within pits and chambers. The Contractor has the right to inspect the installation and satisfy that the lockout system is adequate. All locks utilized will be commonly keyed.
- (c) Key(s) for single locked valves will be placed in secure lock box at the site. City staff, Contractors, and Contract Administrator will place personal/company locks complete with identification and tag out information on this lock box.

- (d) Key(s) placed within the secure lock box will not be removed until all City staff, Contractor, and Contract Administrator locks have been removed from the lock box, and verified that the work is completed.
- (e) City staff will then unlock all valves, and will commence with restoration of the systems to service.

E9.5 Pre-Work, Planning and General Execution

- E9.5.1 No work shall commence in close proximity to critical infrastructure until the equipment specifications and construction method statement have been submitted and accepted, and locations have been clearly delineated in the field. Work over critical infrastructure shall only be carried out with equipment that has been reviewed and quantified in terms of its loading implications on the pipe.
- E9.5.2 Contact the City of Winnipeg Water and Waste Department, Construction Services Coordinator 10 days prior to construction.
- E9.5.3 Visually delineate all critical infrastructure identified herein on Site by use of paint, staking/flagging, construction fencing, snow fencing, or other suitable methods
- E9.5.4 Only utilize construction practices and procedures that do not impart excessive vibratory loads on aqueducts and chambers or that would cause settlement of the subgrade below critical pipelines.
- E9.5.5 Where the existing road structure must be removed, crossing of critical infrastructure shall be prohibited from the time the existing roadway structure is removed until the completion of granular base construction. At all times prior to completion of final paving; reduce equipment speeds to levels that minimize the effects of impact loading to the critical infrastructure.
- E9.5.6 Only equipment and construction practices stipulated in the accepted construction method statement and the supplemental requirements noted herein may be utilized in close proximity to aqueducts, chambers, and other critical infrastructure identified herein.
- E9.5.7 Construction operations should be staged in such a manner as to limit multiple construction loads at one time, (e.g., offset crossings sufficiently from each other, rollers should remain a sufficient distance behind spreaders to limit loads. A reasonable offset distance is 3 m between loads).
- E9.5.8 Granular material, construction material, soil, and/or other material shall not be stockpiled on the pipelines or within 5 m of any aqueduct, valve chamber, or other critical infrastructure identified herein.
- E9.5.9 The Contractor shall ensure that all crew members understand and observe the requirements of working near the aqueduct, valve chambers, and critical infrastructure. Prior to commencement of on-site work, the Contractor shall jointly conduct an orientation meeting with the Contract Administrator, all superintendents, foreman, and heavy equipment operators to make all workers on the Site fully cognizant of the limitations of altered loading on, the ramifications of inadvertent damage to, and the constraints associated with work in close proximity to aqueducts and critical pipelines. New personnel introduced after commencement of the Project need to be formally orientated as outlined herein. It is recommended that restrictions associated with the crossing, consistent with the Contractor's submitted method statement be posted on Site and near the crossing.
- E9.5.10 Tool retrieval will be from Wilkes Reservoir. Retrieval method to be outlined in planning submission.
 - (a) If the tool retrieval method utilizes divers entering the Wilkes Reservoir, Work must be conducted in accordance with AWWA C652

E10. CONFINED SPACE ENTRY

E10.1 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ("the Act"), and the Regulations and Guidelines there-under pertaining to Confined Entry Work and, in particular, the requirements for conducting hazard/risk assessments and providing personal protective equipment (PPE).

E11. TRAFFIC MANAGEMENT

E11.1 Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times during construction.

E11.2 Maintain access for approaches, driveways, public lanes and crossing streets for all locations.

E11.3 The Contractor shall maintain access to all businesses during business hours, except where written authorization has been provided by the business.

E11.4 The Contractor shall maintain access to all schools, community centres, and other public buildings at all times.

E11.5 Further to Section 3.6 of CW 1130 of the General Requirements, the Contractor shall maintain safe pedestrian crossings at intersections at all times. If possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.

E11.6 Further to Clause 3.7 of CW 1130 of the General Requirements, should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

E11.7 The Contractor shall not park company or private vehicles inside the barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.

E11.8 The Contractor is responsible for maintaining safe vehicular and pedestrian traffic through their work site as identified herein. The Contractor shall rectify any unsafe conditions immediately upon notification. This could include but is not limited to, providing flag persons, clearing debris and snow from sites, moving equipment, and erecting additional signage.

E11.9 Regional Street Lane Closures

E11.9.1 Construction activities requiring lane closures on Regional Streets shall be restricted during Weekday Peak Periods (07:00 to 09:00 and 15:30 to 17:30 Monday to Friday) and during other hours as outlined herein or directed by the Contract Administrator.

E11.9.2 The City reserves the right to restrict or cancel Regional Street lane closures at any time due to the occurrence of special events or conflicting third party work.

E11.9.3 The Contractor shall submit all regional lane closure requests to the Contract Administrator a minimum of five (5) Business Days prior to the planned work. Requests for regional lane closures shall include all required information for submission required by the City's online request form. A link to the form can be found here:
<http://www.winnipeg.ca/publicworks/trafficcontrol/laneclosures/LaneClosuresMap.asp>.

E11.10 Residential Streets

- (a) Erect Road Closure signage in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets".
- (b) The contractor shall strive to maintain at least one lane of traffic on residential streets.
- (c) A minimum of one lane of traffic shall be maintained on one-way residential streets at all times.
- (d) Where complete street closures are required, the Contractor shall provide notice of complete street shutdowns complete with dates and duration a minimum of five (5) Business Days prior to the street closures.

E11.11 Notwithstanding the requirements noted herein and CW 1130, the Contractor shall maintain the following minimum site specific traffic control requirements:

- (a) Lane closures of the Perimeter Highway will not be permitted.

E11.12 Measurement and Payment

- (a) Traffic management as outlined here will be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E12. CHAMBER AND PIPELINE MODIFICATIONS

E12.1 Description

- (a) This Specification shall cover the modification of air release chambers and associated piping as required for inspection the Branch II Aqueduct pipeline.

E12.2 Description of Work:

E12.2.1 Chamber Modifications:

- (a) Removal and Reinstallation of Existing Blind Flanges
 - (i) Removal of existing blind flanges is permitted to facilitate deployment and retrieval of inspection tools.
 - (ii) Do not remove blind flanges until lock out procedures in E9.4 are complete and the pipeline is confirmed to be depressurized by the Contract Administrator.
 - (iii) Upon completion of work, allow for inspection of any existing gaskets, nuts, bolts, and associated hardware intended for re-installation by the Contract Administrator prior to re-installing. Replace hardware as determined by the Contract Administrator.
 - (iv) Any gaskets, bolts, nuts or hardware associated with reinstallation of the blind flange will be supplied by the City.
 - (v) Reinstall blind flanges and other associated hardware upon completion of inspection work.

E12.2.2 Measurement and Payment

- (a) Payment for "Pipeline Modifications" will be considered incidental to the "Branch II Aqueduct Inspection" and no further payment will be made.

E13. PIPELINE INSPECTION EQUIPMENT DISINFECTION

E13.1 Description

E13.1.1 This specification covers the disinfection of equipment and personnel entering air release chambers and reservoirs.

E13.2 Disinfection

E13.2.1 All fittings for tool access shall be spray disinfected as per CW 2125 and AWWA C651.

- E13.2.2 The Contractor shall take every reasonable precaution during construction to prevent debris from entering the pipeline.
- E13.2.3 All inspection tools entering potable water pipelines must be certified that tool has only been used in potable water systems. Provide affidavit signed by officer of company station inspection equipment has only been used in Potable water systems.
- E13.2.4 All tools and equipment entering pipelines and reservoirs shall be spray disinfected as per CW 2125 and AWWA C651
- E13.2.5 All personnel involved in deployment of tools in potable water pipelines shall exercise good sanitation practice, including, but not limited to;
- (a) Wear new disposable full body sanitary clothing, Tyvek Coverall by Dupont, or approved Equal in accordance to B7,
 - (b) Wear new sanitary gloves; and
 - (c) Wear sanitized footwear, or use sanitary footwear covering where practical.

E13.3 Disposal of Chlorinated Water

- E13.3.1 Chlorinated water shall be treated by one of the following methods, as recommended in AWWARF – Guidance Manual For The Disposal Of Chlorinated Water:
- (a) Discharged into nearby WWS MH's if possible. Allowable discharge rates for nearby WWS manholes have been provided on the Drawings. The Contractor may store water as required to meet allowable discharge rates.
 - (b) De-chlorination of water with discharge into the LDS system or directly to the river. If discharging directly to the river the Contractor shall take all necessary precautions to prevent erosion of the river bank. De-chlorination may be accomplished using the following:
 - (i) Sodium Ascorbate,
 - (ii) Vita-D-Chlor TM by Integra Chemical,
 - (iii) or approved equal in accordance with B7.
 - (c) Contain chlorinated water on Site until chlorine has dissipated to acceptable limits.
- E13.3.2 The contractor shall submit a chlorinated water disposal plan in writing to the Contract Administrator a minimum of five (5) working days prior to performing any cleaning or flushing of water main or feeder mains. The disposal plan shall at a minimum include the following:
- (a) Intended means of disposal for each site.
 - (b) Means of de-chlorination (if required).
 - (c) Means of storing water for discharge (if required).

E13.4 Measurement and Payment

- E13.4.1 Disinfection and Disposal of Chlorinated Water Utilized for Tool Deployment
- (a) Disinfection and Disposal of Chlorinated Water Utilized for Tool Development will be considered incidental to "Branch II Aqueduct Inspection" and no additional payment will be made.

E14. RETRIEVAL OF INSPECTION EQUIPMENT

E14.1 Description

- (a) This specification covers retrieval of free swimming inspection equipment from within the Wilkes Reservoir.

E14.2 Submittals

- (a) Submit proposed retrieval plan, including equipment required and disinfection procedures to the Contract Administrator a minimum of 14 business days prior to commencing inspection.

E14.3 Construction Methods

E14.3.1 Cleaning and Sanitation

- (a) Reservoirs contain potable water. All materials, equipment and personnel (dive suits) entering the water supply shall be thoroughly cleaned, and free of debris and laitance. Equipment and materials entering reservoirs shall be sanitized with a 1 percent hypochlorite solution.

E14.3.2 Tool Retrieval

- (a) Contractor shall note that reservoirs will be full during inspection and retrieval operations;
- (b) a tool retrieval plan and risk assessment is to be submitted prior to mobilization.

E15. RESTORATION

E15.1 Description

E15.1.1 This specification covers the restoration of work sites.

E15.2 Restoration Works

- (a) Regrade sites back to original condition upon completion of work.
- (b) Sod all maintained grassed areas in accordance with CW 3510.

E15.3 Measurement and Payment

E15.3.1 Site Regrading and Sodding

- (a) Regrading of sites to original condition or better is considered incidental to "Branch II Aqueduct Inspection" and will not be measured for payment. No additional payment will be made.

E16. TREE PROTECTION, PRUNING, AND REMOVAL

E16.1 Description

E16.1.1 This specification covers the pruning and removal of existing trees as required to facilitate construction.

E16.1.2 This specification amends CW 3110 Clearing and Grubbing.

E16.2 Quality Control

E16.2.1 Person performing work shall possess a valid Manitoba Arborists License.

E16.3 Materials

E16.3.1 Wound Dressing

- (a) Wound dressing shall be horticultural accepted non-hardening bituminous emulsion, free of materials toxic to callus formation, containing disinfectant for fungal and other diseases.

E16.4 Construction Methods

E16.4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400 mm wood planks, or suitably protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E16.4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E16.4.3 Scheduling of Work

- (a) The Contractor shall review work with Contract Administrator prior to starting work.
- (b) The Contractor shall schedule the work in accordance with the restrictions set out in the federal Migratory Birds Convention Act, 1994.

E16.4.4 Removal

- (a) If the Contractor requires removing trees to access the Site or facilitate construction, the Contractor shall submit a plan to the Contract Administrator for review, a minimum of ten (10) Business Days prior to removal. No removal of trees shall be made without written acceptance by the Contract Administrator and the City of Winnipeg's Forestry Department. The plan shall at a minimum indicate:
 - (i) Trees requiring removal complete with size and species, and description of requirement for removal.
- (b) Replanting requirements will be determined by the level of tree removals proposed and accepted by the Contract Administrator and City of Winnipeg's Forestry Department.

E16.4.5 Pruning

- (a) Prune individual trees as indicated by the Contract Administrator. Remove dead, dying, diseased, interfering, objectionable and weak growth in order to promote healthy development suitable to the purpose for which plant material is grown.
- (b) Prune in accordance with Agriculture Canada Publication 1505-1977, The Pruning Manual.
- (c) Employ clean sharp tools and make cuts flush with main branch, smooth and sloping as to prevent accumulation of water. Remove projecting stumps on trunks or main branches. Remove dead and injured branches and branches that rub causing damage to bark. Trim trees without changing their natural shape. Do not damage lead branches or remove smaller twigs along main branches.

E16.4.6 Cut Back

- (a) Eliminate narrow crotches as much as possible; avoid cutting back to small suckers. Remove smaller limbs and twigs to leave foliage evenly distributed.
- (b) When reducing overall size, make symmetrical in appearance to maintain tree-like form typical of species.
- (c) Do not remove more than one-third of total branching at single operation.

E16.4.7 Repair and Protection

- (a) Repair cuts and old scars in accordance with Agriculture Canada Publication 1505-1977, The Pruning Manual.
- (b) Paint new cuts 100mm in diameter and over with wound dressing.

E16.5 Measurement and Payment

- E16.5.1 Tree protection, pruning and removals will be considered incidental to "Pipeline Modifications" and will not be measured for payment. No additional payment will be made.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Global Sanctions & PEP Check **and** a Police Information Check as detailed below.

F1.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Global Sanctions & PEP Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Global Sanctions & PEP Check and/or Police Information Check.
 - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;

- (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or
 - (b) A police service having jurisdiction at his/her place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 The Contract Administrator must take a photocopy of the original Police Information Check and sign it as a true copy and then return the original to the individual.
- F1.3 Any individual for whom a Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.4 Individuals for whom a Global Sanctions & PEP Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.5 Individuals for whom a Global Sanctions & PEP Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
 - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Global Sanctions & PEP Check or a Police Information Check is required by the City, no extension to Critical Stages or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F1.6 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Global Sanctions & PEP Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.7 Any Global Sanctions & PEP Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.8 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Global Sanctions & PEP Check

and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & PEP Check and/or a Police Information Check satisfactory to the City as a result of a repeated records search will not be permitted to continue to perform any Work as specified in F1.1.