



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 640-2022**

**CONSTRUCTION OF DEACON BOOSTER PUMPING STATION SUCTION HEADER  
SPLIT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 CONSTRUCTION OF DEACON BOOSTER PUMPING STATION SUCTION HEADER SPLIT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 15, 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 Deacon Booster Pumping Station (DBPS) at 9:00 AM on September 1, 2022 to provide Bidders access to the Site.

B3.2 The Bidder is advised that the Site has restricted access and buildings at the Site cannot be accessed without authorization. Persons attending the Site investigation must register with the Contract Administrator identified in D5.1 a minimum of 48 hours in advance. Directions to the Site and Site access procedures will be provided to the Bidder upon registration for the Site investigation. Photographs of the Site are not permitted without authorization of the City of Winnipeg.

B3.3 Bidders registered for the Site investigation must provide the Contract Administrator with a Global Sanctions & Politically Exposed Persons (PEP) Check obtained not earlier than one (1) year prior to the Site investigation.

- (a) The Global Sanctions & PEP Check must be obtained from Sterling Talent Solutions. Bidders will need to setup a Sterling Talent Solutions account prior to requesting individual background checks. This process should be done 72 hours prior to requesting the first check. The account can be setup using the following link:

<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>

Note that the check will take up to 48 hours to complete. Refer to F1.1.1 of PART F – Security Clearance for further information.

- (b) The results of the Global Sanctions & PEP Check must be received by the Contract Administrator directly through Sterling Talent Solutions. Bidders must set up an account with Sterling Talent Solutions directly under their company name and grant Sterling Talent Solutions permission to share the results of the Global Sanctions & PEP Check with the City.

B3.4 The Bidder is advised that, at minimum, hard hats, safety boots, safety vest and eye protection are mandatory for all Persons attending the Site.

B3.5 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.6 The Bidder/Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect his/her Bid/Proposal or his/her performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

- 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](mailto: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](http://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 in 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 Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/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](http://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 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 D30. Any such costs shall be determined in accordance with D30.
- 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) M.D. Steele Construction Limited
    - (i) Discussion on construction staging.
  - (b) Di-Tech International Incorporated
    - (i) Discussion on floor cutting.
  - (c) Wilms Craning Limited
    - (i) Discussion on gantry cranes above suction header.
  - (d) Power and Mine Supply Co. Ltd.
    - (i) Butterfly valve supply.

## **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;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;

- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work;  
or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

**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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

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

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <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;
  - (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);
  - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.6 and D8); and
  - (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -
- B13.4 Further to B13.1(c), the Bidder and/or any proposed Subcontractor undertaking the Work shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator to demonstrate qualification of the Project Manager and Site Superintendent in planning and executing schedule critical work on major regional infrastructure, including:
- (a) Resume of Project Manager and Site Superintendent;
  - (b) A minimum of three (3) examples of successful scheduling and execution of schedule critical construction work on regional infrastructure, completed in the last ten (10) years.
- B13.5 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/>).
- B13.6 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.8 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](http://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](http://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.

B18.4.2 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.5 Further to B18.1(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in D3.3.

**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** 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 D30 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4** 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.
- B19.4.1** Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 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](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 construction of a new valve chamber within the suction header of the DBPS, and installation of owner supplied 1676 mm butterfly valve.

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

- (a) Construction of cast-in-place concrete walls.
- (b) Specialized concrete cutting and demolition within the DBPS and suction header .
- (c) Supply and installation of large diameter steel pipe and appurtenances.
- (d) Supply and installation of large diameter disassembly coupler.
- (e) Installation of Owner supplied 1676 mm butterfly valve.
- (f) Supply and installation of sump pump, pipe and fittings.
- (g) Supply and installation of sump pump electrical, controls and high water alarm.
- (h) Supply and installation of floor covers, ladders and hatches.

D3.3 The funds available for this Contract are \$1,100,000.00.

#### D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) "**ANSI**" means American National Standards Institute
- (b) "**ASTM**" means American Society for Testing and Materials
- (c) "**AWWA**" means American Water Works Association
- (d) "**CSA**" means Canadian Standards Association
- (e) "**DBPS**" means Deacon Booster Pumping Station
- (f) "**NSF**" means NSF International

#### D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is AECOM Canada Ltd., represented by:

Mike Gaudreau, P.Eng.  
Contract Administrator

Telephone No. 204-928-8384

Email Address. Mike.gaudreau@aecom.com

D5.2 At the pre-construction meeting, Mr. Gaudreau 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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D8.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

#### **D9. FURNISHING OF DOCUMENTS**

D9.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

## SUBMISSIONS

### D10. AUTHORITY TO CARRY ON BUSINESS

D10.1 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.

### D11. SAFE WORK PLAN

D11.1 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.

D11.2 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>

D11.3 Notwithstanding B13.4(b) 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.

### D12. INSURANCE

D12.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000) 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, riggers/hook 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) 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 course of construction insurance, including testing and commissioning, in the amount of 100% of the total contract price, written in the name of the Contractor, sub-contractor(s) and The City of Winnipeg, policy to remain in place at all times during the performance of the Work and until the date of substantial performance and all testing and commissioning is completed.
- (d) An all risks property insurance policy to cover all equipment and tools that may be owned, rented, leased or borrowed to be used in conjunction with the scope of work.

D12.2 The Contractor is to ensure that all sub-contractors provide and maintain comparable insurances to that as outlined in D12.1(a) and (b) above, and any other insurances as deemed necessary by the Contractor. Insurances are to be maintained during the performance of the Work and throughout the warranty period.

D12.3 Deductibles shall be borne by the Contractor.

D12.4 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.

D12.5 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.

D12.6 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

### **D13. CONTRACT SECURITY**

D13.1 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.

D13.1.1 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 D13.1(b).

D13.1.2 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.

D13.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D13.2 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.

D13.3 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 D13.1(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.

#### **D14. SUBCONTRACTOR LIST**

D14.1 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.

#### **D15. DETAILED WORK SCHEDULE**

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least ten (10) 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.

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

- (a) a Gantt chart for the Work;  
all acceptable to the Contract Administrator.

D15.3 Further to D15.2(a), the schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

- (a) Planning Meeting(s) with City of Winnipeg
- (b) Mobilization to Site
  - (i) Install temporary facilities
  - (ii) Take possession of owner supplied components
- (c) Stage 1 – East Temporary Wall
  - (i) Dewater and access suction header
  - (ii) Install temporary wall formwork and reinforcing
  - (iii) Complete cast-in-place concrete
  - (iv) Cure concrete
  - (v) Remove formwork
  - (vi) Re-instate, disinfect and fill east side header
  - (vii) Health testing
- (d) Stage 2 – West Wall, Spool, and Valve Installation
  - (i) Remove existing pump intake bend, cut, demolish and remove floor
  - (ii) Install west wall formwork, wall piping and reinforcing
  - (iii) Complete cast-in-place concrete
  - (iv) Cure concrete
  - (v) Remove formwork
  - (vi) Install valve and blind flange
  - (vii) Disinfect and fill west side suction header
  - (viii) Health testing
- (e) Stage 3 – East Wall and Spool Piece
  - (i) Dewater and access east side suction header
  - (ii) Demolish and remove temporary wall
  - (iii) Install east wall formwork, wall piping and reinforcing
  - (iv) Complete cast-in-place concrete
  - (v) Cure concrete
  - (vi) Remove formwork

- (vii) Disinfect east side suction header
  - (f) Stage 4 – Final Connections and Appurtenances
    - (i) Remove blind flange, install dismantling Joint and remaining piping
    - (ii) Re-instate, disinfect and fill east side suction header
    - (iii) Health testing
    - (iv) Bench floor
    - (v) Install sump pump complete with all piping, electrical and control panel
    - (vi) Install ladder
    - (vii) Install floor cover
  - (g) Commissioning
  - (h) Substantial Performance
  - (i) Total Performance
- D15.4 Further to D15.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D15.5 The Contractor shall indicate on their schedule where 24 hour construction will be employed to meet the Critical Stages specified in D18.1.

## **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 D10;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D11;
    - (iv) evidence of the insurance specified in D12;
    - (v) the contract security specified in D13;
    - (vi) the Subcontractor list specified in D14;
    - (vii) the Detailed Work Schedule specified in D15;
    - (viii) the direct deposit application form specified in D27; and
    - (ix) security clearances as identified in E8.1 and PART F -
  - (b) the Contractor has attended two shutdown and construction planning meetings with the Contract Administrator as specified in D24.2, or the Contract Administrator has waived the requirement for a shutdown and construction planning meeting.
- D16.3 The Contractor shall not commence the Work on the Site before January 9, 2023.
- D16.4 The City intends to award this Contract by October 7, 2022.
- D16.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

## **D17. WORK BY OTHERS**

- D17.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractor's execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.
- D17.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) Tender 265-2022 Supply of Large Diameter Butterfly Valve and Inspection of Valve Installation.
- D17.2.1 Further to D17.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D17.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

## **D18. CRITICAL STAGES**

- D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Completion of Stage 1 - East Temporary Wall within fifteen (15) Calendar Days of commencement of Stage 1, as measured by receipt of successful bacteriological testing results from the filled header.
  - (b) Completion of Stage 4 - Final Connections and Appurtenances Task D15.3(f)(iii) as measured by receipt of successful bacteriological testing results from the filled header allowing for the Deacon Booster Pump Station to be fully back online within fifty-six (56) Calendar Days of completion of Stage 1.

## **D19. SCHEDULE RESTRICTIONS**

- D19.1 Stage 1 – Construction of the East Temporary Wall will require the by-pass of the Deacon Booster Pump Station facility, and therefore must be completed as expeditiously as possible. The Contractor will be permitted to work 24/7 provided a detailed work schedule is submitted and approved in advance by the Contract Administrator. All shutdowns must be coordinated with the Contract Administrator and the City.

## **D20. SUBSTANTIAL PERFORMANCE**

- D20.1 The Contractor shall achieve Substantial Performance by May 15, 2023.
- D20.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D20.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

## **D21. TOTAL PERFORMANCE**

- D21.1 The Contractor shall achieve Total Performance by June 1, 2023.
- D21.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the

Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D21.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D22. LIQUIDATED DAMAGES**

D22.1 If the Contractor fails to achieve, Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

- (a) Stage 1 Construction – six thousand five hundred dollars (\$6,500);
- (b) Stage 4 Construction – two thousand dollars (\$2,000);
- (c) Substantial Performance - two thousand dollars (\$2,000);
- (d) Total Performance - five hundred dollars (\$500).

D22.2 The amounts specified for liquidated damages in D22.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Critical Stages, Substantial Performance or Total Performance by the days fixed herein for same.

D22.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D23. COVID-19 SCHEDULE DELAYS**

D23.1 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.

D23.2 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.

D23.3 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.

D23.4 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 D23.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D23.5 The Work schedule, including the durations identified in D18 to D21 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.

D23.6 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.

D23.7 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**

### **D24. JOB MEETINGS**

- D24.1 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.
- D24.2 The Contractor shall attend a maximum of two (2) shutdown and construction planning meetings for a maximum of four (4) hours each, on site at the City's facilities for the purpose of planning and execution of the Work, prior to any work on Site. The meetings shall be attended by a minimum of the Project Manager, Site Superintendent and key Foreman
- D24.3 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D25.1 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).
- D25.2 Further to D17.2, valve supply personnel will be on site during construction for inspection of installation of equipment. The Contractor shall provide minimum safety requirements and safety plan to these parties.

### **D26. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D26.1 Further to B13.4(b), 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(b).

## **MEASUREMENT AND PAYMENT**

### **D27. PAYMENT**

- D27.1 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](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## **WARRANTY**

### **D28. WARRANTY**

- D28.1 Warranty is as stated in C13.

## DISPUTE RESOLUTION

### D29. DISPUTE RESOLUTION

- D29.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.
- D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted".
- D29.3 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.
- D29.4 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.
- D29.4.1 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.
- D29.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D29.4.3 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.
- D29.4.4 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 D29.4.3, 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.

## THIRD PARTY AGREEMENTS

### D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D30.1 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.
- D30.2 Further to D30.1, in the event that the obligations in D30 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.
- D30.3 For the purposes of D30:
- (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.
- D30.4 Modified Insurance Requirements
- D30.4.1 If not already required under the insurance requirements identified in D12, 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.
- D30.4.2 If not already required under the insurance requirements identified in D12, 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.
- D30.4.3 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.
- D30.4.4 Further to D12.4, 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.
- D30.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D30.5 Indemnification By Contractor
- D30.5.1 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.

- D30.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D30.6 Records Retention and Audits
- D30.6.1 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.
- D30.6.2 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 D30.6.1 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.
- D30.7 Other Obligations
- D30.7.1 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.
- D30.7.2 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.
- D30.7.3 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.
- D30.7.4 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.
- D30.7.5 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.

D30.7.6 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.

**FORM H1: PERFORMANCE BOND**  
(See D13)

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. 640-2022

CONSTRUCTION OF DEACON BOOSTER PUMPING STATION SUCTION HEADER SPLIT

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 D13)

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. 640-2022

CONSTRUCTION OF DEACON BOOSTER PUMPING STATION SUCTION HEADER SPLIT

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
  - (ii) 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;

- (iii) 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;
  - (iv) 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>Specification No.</u>	<u>Specification Title</u>
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL
26 05 01	SCOPE OF ELECTRICAL WORK
26 02 02	STARTING OF ELECTRICAL EQUIPMENT AND SYSTEM
26 05 03	COMMISSIONING OF ELECTRICAL SYSTEMS
26 05 20	WIRE AND BOX CONNECTORS 0-1000 V
26 05 21	WIRES AND CABLES 0 - 1000 V
26 05 28	GROUNDING
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 31	SPLITTERS, JUNCTION BOXES, PULL BOXES AND CABINETS
26 05 32	OUTLET BOXES, CONDUIT BOXES AND FITTINGS
26 05 34	CONDUITS, CONDUIT FASTENINGS AND CONDUIT FITTINGS
26 05 81	PROCESS MOTORS LESS THAN 150 KW
26 12 17	DRY TYPE TRANSFORMERS UP TO 600 V - PRIMARY
26 24 17	PANELBOARDS – BREAKER TYPE
26 27 26	WIRING DEVICES
26 28 21	MOULDED CASE CIRCUIT BREAKERS
26 28 23	DISCONNECT SWITCHES FUSED AND NON-FUSED UP TO 600 V - PRIMARY
26 29 10	MOTOR STARTERS TO 600 V
40 61 96	PROCESS CONTROL NARRATIVE
40 72 00	LEVEL MEASUREMENT
40 90 00	INSTRUMENTATION AND CONTROL FOR PROCESS SYSTEMS
40 90 01	INSTRUMENT STANDARD DETAILS
40 95 13	CONTROL PANELS

<u>Appendix No.</u>	<u>Title</u>
A	Site Photos
B	Relevant Record Drawings
C	Butterfly Valve Shop Drawings

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0601D-G0001-001	Cover
1-0601D-C0001-001	General Layout and Section

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0601D-C0002-001	Pipe Layout and Section
1-0601D-C0003-001	Details
1-0601D-S0001-001	Staging
1-0601D-S0002-001	Wall Sections and Details
1-0601D-S0003-001	Floor Cover Details and Sections
1-0601D-S0004-001	Steel Details
1-0601D-E0001-001	Plan and Section
1-0601D-E0002-001	Panel Schedule
1-0601D-E0003-001	Sump Pump Control Panel Schematic
1-0601D-E0003-002	Sump Pump Control Panel Schematic

## GENERAL REQUIREMENTS

### E2. FACILITY ACCESS

- E2.1 The normal operating hours of the WTP are 7:30 am to 4:00 pm, Monday to Friday. Work by the Contractor shall occur within these hours unless prior arrangements have been made with the Contract Administrator. During Stage 1 Construction, the Contractor will be permitted to work 24/7 provided a detailed work schedule is submitted and approved in advance by the Contract Administrator.
- E2.2 Contractor personnel with Security Clearances in accordance with F1 will be provided with a radio frequency identification (RFID) access key to the WTP facility. These keys must be returned to the WTP following completion of the Work.
- E2.2.1 Total Performance will not be issued until all RFID access keys issued to the Contractor are returned.

### E3. TEMPORARY USE OF CITY EQUIPMENT

- E3.1 The City facilities, systems, and equipment shall not be used during construction without the Contract Administrator's written permission. The Contract Administrator reserves the right to withdraw said permission if, in their opinion, proper care and maintenance are not provided.
- E3.2 The Contractor may use the existing overhead cranes at the DBPS under this Contract, subject to review of a Safe Work Plan applicable to the Work.
- E3.2.1 If the crane(s) is to be used in connection to the Work, evidence of riggers/hook liability is required.
- E3.2.2 The Contractor shall provide a qualified crane operator and shall provide a proof of the operator certification to the Contract Administrator.
- E3.2.3 Any lifts performed by the Contractor will need to be within the operating limit of the crane.
- E3.2.4 Any modifications required to the crane to allow for its use under the Contract including fall arrest upgrades or any other repairs or maintenance as necessary will be the responsibility of the Contractor. The Contractor shall provide a Professional Engineer's stamped review of the modifications to the crane.
- E3.2.5 As per C10.2, the Contractor shall be responsible for any losses or damages to the crane during the operation.
- E3.3 Crane Capacity
- E3.3.1 The capacity of the existing overhead cranes at the DBPS is as follows:
- (a) Pump Floor Gantry Crane Maximum Rating 10.89 tonnes
  - (b) Garage Entry Gantry Crane Maximum Rating 12.7 tonnes

E3.3.2 Record drawings provided in Appendix B show general configuration of the existing overhead crane system. The Contractor shall confirm crane configuration and capacities prior to use.

E3.4 Dewatering Pumps

- (a) The City has two existing pumps to aide in depressurizing the suction header, such that blind flanges can be removed to facilitate dewatering the remaining header.
- (b) The Contractor will be permitted to utilize these pumps, under supervision of the City Operations.
- (c) Water from the header dewatering system is discharges into the Storm Sump Pit shown on the Drawings. This is an automated pump system with an estimated capacity of 38 l/s. Contractor shall limit and monitor discharge to the sump pit.

**E4. TEMPORARY SUPPORT STRUCTURES**

E4.1 Description

- (a) This Specification shall cover the installation of temporary support structures to accommodate the demolition, removals and installation of the Work.

E4.2 General

- (a) The Contractor may install temporary support structures to complete, at minimum, the concrete floor and temporary wall demolition, pipe bend reducer and blind, and installation of the 1676 mm valve, spool pieces and dismantling joint.
- (b) The Contractor shall be solely responsible for the design and installation of temporary structures for completion of the Work.

E4.3 Submittals

- (a) Shop drawings for all temporary support structures shall be prepared and submitted in accordance with E7, with all shop drawings sealed by a Professional Engineer registered in the Province of Manitoba.
- (b) Shop drawings shall include the calculations demonstrating that the temporary support structure is capable of supporting the weight of the material or equipment being supported.

E4.4 Measurement and Payment

- (a) Work covered in this section will be considered incidental to construction and will not be measured for payment. No separate payment will be made.

**E5. DEMOLITION AND REMOVAL OF STRUCTURES**

E5.1 Description

- (a) This Specification covers the demolition and removal of concrete floors, walls and large diameter piping.

E5.2 Submittals

- (a) The Contractor shall submit a Demolition Method Statement, in accordance with E7 and a minimum of fourteen (14) Business Days prior to Mobilizing to site, describing in detail, means and methods for completion of cutting and demolition of the Work.

E5.3 Construction Methods

- (a) Concrete structures shall be demolished using concrete cutting techniques around the perimeter of openings to the full depth of the structure. Overcutting beyond the limits of the proposed openings is prohibited.. Use of small pneumatic concrete breakers to facilitate removal will be allowed.

- (b) Carefully demolish structures or piping taking care not to damage other components or remaining equipment.
- (c) Provide complete sealed dust enclosure around all work areas to prevent dust from exiting work areas. Employ negative pressure within enclosure, wet cutting and other means to prevent dust from exiting work area
- (d) Cut openings to the dimensions indicated on the Drawings. Cuts are to be straight and true.
- (e) Support, brace and rig material being demolished to prevent it from falling or damaging other components or remaining equipment.
- (f) Dispose of all demolition materials off site.

**E5.4 Measurement and Payment**

- (a) Work covered in this section will be considered incidental to construction and will not be measured for payment. No separate payment will be made.

**E6. MOBILIZATION AND DEMOBILIZATION PAYMENT**

**E6.1 Description**

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

**E6.2 Measurement and Payment**

**E6.2.1 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. The Bid Price for Mobilization shall not exceed fifteen percent (15%) of the total bid Price. Payment will be made on the following schedule:
  - (i) 50% payment of the Mobilization and Demobilization lump sum price will be paid on completion of Planning Meetings identified in D24.2.
  - (ii) 100% of the Mobilization and Demobilization lump sum price will be paid subsequent to completion of the Work and site cleanup.

**E7. SHOP DRAWINGS**

**E7.1 Description**

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

**E7.2 Submit all Shop Drawings in accordance with CW 1110 except as modified herein.**

**E7.3 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.**

**E7.4 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.**

**E7.5 Shop Drawings not meeting the requirements of CW 1110 or the requirements specified herein will be returned to the Contractor without review for resubmission.**

**E7.6 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.**

#### E7.7 Measurement and Payment

- (a) The provision of Shop Drawings shall be considered incidental to the Work and will not be measured for payment and no additional payment will be made.

### E8. SITE SECURITY AND SAFETY

#### E8.1 Security

##### E8.1.1 The Contractor shall be responsible for site security and safety, as stated below:

- (a) Site Access cards will be provided to approved personnel. A \$1,000 holdback will be applied to the first progress estimate and released upon return of the cards to the City.
- (b) All personnel on site are required to a Global Sanctions & PEP Check **and** a Police Information Check as included in PART F - Security Clearance. The Contractor shall notify the Contract Administrator upon submission of the checks.
- (c) Refrain from providing statements with respect to water supply, site security or emergency situations to the media. All media inquiries in this regard shall be directed to the City of Winnipeg Customer Services.
- (d) Provide secure temporary site storage compound for all specialized components such as valves, fittings and supplies, from the time they are delivered to the Site until they are incorporated into the Works. Permitted locations for on-site storage compounds will be identified to contractor on Award.
- (e) Permit access to the Site at all times to City Personnel for operation of Site facilities.

#### E8.2 Lock-out and Tag-out Procedures

E8.2.1 The City of Winnipeg will endeavor to provide redundant valve closures (double blocking) of pressurized pipelines that enter the work space where possible. However, there are locations within the system where it is impractical to provide double blocking without widespread service disruption. Where Water Treatment Plant piping does not allow double blocking, non-redundant valve closures (single blocking) will be provided.

E8.2.2 At locations where only single valve blocking is practical, additional safety measures and monitoring will be required in order to provide a safe work environment for employees. Development of adequate safety plans in accordance to the Workplace Safety and Health Act and Regulation 217/06 are the responsibility of the Contractor, but as a minimum shall include:

- (a) Provision of adequate egress from confined spaces including opening of manhole covers and blind flanges, and provision of ladders and other means of site exit.
- (b) Use of body harnesses and safety hoisting equipment at all times when pressurized systems are disassembled and protected only by single block valves.
- (c) Monitor and assess water leakage in closed system prior to disassembly of system. Monitor water leakage rate and advise Contract Administrator immediately of change in inflow rates. Evacuate confined space if necessary.

E8.2.3 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. All 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.

### E8.3 Photographs

E8.3.1 All site photographs required for construction documentation shall be approved by City of Winnipeg Water Services Division representative, as identified by the Contract Administrator.

### E8.4 Safety

- E8.4.1 Be fully responsible for all aspects of site and public safety, in compliance to D25.
- E8.4.2 Arrange for all required safety watches in the vicinity of buried and overhead hydro utilities, and pay all required safety watch fees.
- E8.4.3 Install Contractor's locks on City installed lock-out devices, on Aqueduct valves at the following locations:
  - (a) Water Treatment Plant
    - (i) FV-T308A
    - (ii) FV-T302A
    - (iii) FV-Y301A
    - (iv) DBPS Pump Discharge Valves (five locations total)
    - (v) HV D0017
    - (vi) HV D0027
    - (vii) HV D0037
    - (viii) HV D0047
    - (ix) HV D0057
    - (x) HV-D0101
    - (xi) HV-D0104
  - (b) Locations of lock-outs will vary during construction.
  - (c) Actuated valves shall also be provided with electrical lockouts on motors

## E9. STAGING OF THE WORK

### E9.1 Description

- (a) This work involves taking various components of the City's regional water supply system out of commission. It is critical that works be thoroughly planned and executed according to the schedule requirements provided herein.
- (b) Stage 1 construction requires taking the DBPS and UV disinfection system out of service. The capacity to deliver water to the City will be limited during this period. At all times during Stage 1, the Contractor shall be prepared to evacuate the DBPS header, remove all tools and equipment, and reinstall any pressure vessel covers within 24 hours of direction from the Contract Administrator.
- (c) Contractor to note that Stage 1 construction has limited access to the DBPS header. Location and size of access shall be considered when planning access for materials and equipment.
- (d) Stage 1 construction shall proceed on a 24 hour a day, 7 days a week basis, as much as practical, until the temporary wall is completed and receipt of successful bacteriological testing results from the filled header per E9.3(c)(xiv).

## E9.2 Submittals

- (a) The Contractor shall submit a Construction Method Statement, in accordance with E7 and a minimum of fourteen (14) Business Days prior to Mobilizing to site, describing in detail, means and methods for completion of each stage as described in E9.3.

## E9.3 The following is a general sequence of the Work. The Contractor shall consider these criteria in planning and schedule of the Work:

- (a) Planning Meeting(s) with City of Winnipeg
- (b) Mobilization to Site
  - (i) Install temporary facilities
  - (ii) Take possession of owner supplied components
- (c) Stage 1 – East Temporary Wall
  - (i) Install lock-out devices
  - (ii) Dewater suction header (City of Winnipeg)
  - (iii) Remove DBPS blind flanges for suction header access
  - (iv) Dewater residual water from header (Contractor)
  - (v) Install formwork
  - (vi) Install dowels and reinforcing
  - (vii) Install waterstops
  - (viii) Complete cast-in-place concrete
  - (ix) Cure concrete
  - (x) Remove formwork
  - (xi) Disinfect DBPS suction header so that it can be refilled
  - (xii) Reinstall ALL blind flanges to the suction header that were previously removed
  - (xiii) Refill suction header (City)
  - (xiv) Health testing
- (d) Stage 2 – West Wall, Spool, and Valve Installation
  - (i) Remove blind flanges as required for suction header access
  - (ii) Install formwork
  - (iii) Remove blinded intake piping bend
  - (iv) Selective Demolition - floor
  - (v) Install formwork
  - (vi) Install wall piping
  - (vii) Install reinforcing
  - (viii) Complete cast-in-place Concrete
  - (ix) Cure concrete
  - (x) Remove formwork
  - (xi) Disinfect DBPS suction header so that it can be refilled
  - (xii) Install new valve and blind flange (City supplied)
  - (xiii) Refill suction header (City)
  - (xiv) Health testing
- (e) Stage 3 –East Wall and Spool Piece
  - (i) Dewater east side header (Contractor)
  - (ii) Selective demolition - temporary wall
  - (iii) Install formwork
  - (iv) Install new wall piping
  - (v) Install reinforcing

- (vi) Complete cast-in-place concrete
- (vii) Cure concrete
- (viii) Remove formwork
- (ix) Disinfect DBPS suction header
- (f) Stage 4 – Final Connections and Appurtenances
  - (i) Install disassembly coupler and remaining piping
  - (ii) Fill suction header and complete health testing
  - (iii) Complete floor benching
  - (iv) Complete sump pump installation
  - (v) Complete ladder and floor cover installation

#### E9.4 Measurement and Payment

- (a) Planning meetings with the City shall be considered incidental to the Work and will not be measured for payment and no additional payment will be made.

E9.4.1 Mobilization to site will be measured and paid in accordance with E6.2.1.

E9.4.2 Payments for the work will be made on a Milestone basis based on stages of construction. Pricing for any one stage of construction shall not exceed forty percent (40%) of the Total Bid Price.

#### E9.4.3 Stage 1 – East Temporary Wall

- (a) Stage 1 – Construction of the East Temporary Wall will be measured on a lump sum basis and paid for at the Contract Lump Sum Price for “Stage 1 – East Temporary Wall”. Payment for Stage 1 – East Temporary Wall shall include all costs associated with all items outlined in E9.3(c). Payment will be made on the following schedule:
  - (i) 100% of the Stage 1 – Construction of the East Temporary Wall lump sum price will be paid subsequent to receipt of successful bacteriological testing results from the filled header.

#### E9.4.4 Stage 2 – West Wall, Spool, and Valve Installation

- (a) Stage 2 – West Wall, Spool and Valve will be measured on a lump sum basis and paid for at the Contract Lump Sum Price for “Stage 2 – West Wall, Spool and Valve”. Payment for Stage 2 – West Wall, Spool and Valve shall include all costs associated with all items as outlined in E9.3(d). Payment will be made on the following schedule:
  - (i) 100% of the Stage 2 – Construction of West Wall, Spool and Valve lump sum price will be paid subsequent to receipt of successful bacteriological testing results from the filled header.

#### E9.4.5 Stage 3 – East Wall and Spool Piece

- (a) Stage 3 – East Wall and Spool will be measured on a lump sum basis and paid for at the Contract Lump Sum Price for “Stage 3 – East Wall and Spool”. Payment for Stage 3 – East Wall and Spool shall include all costs associated with all items as outlined in E9.3(e).

#### E9.4.6 Stage 4 – Final Connections and Appurtenances

- (a) Stage 4 – Final Connections and Appurtenances will be measured on a lump sum basis and paid for at the Contract Lump Sum Price for “Stage 4 – Final Connections and Appurtenances”. Payment for Stage 4 – Final Connections and Appurtenances shall include all costs associated with all items as outlined in E9.3(f). Payment will be made on the following schedule:
  - (i) 100% of the Stage 4 – Final Connections and Appurtenances lump sum price will be paid subsequent to completion of the valve commissioning, floor benching, sump pump installation and commissioning, and ladder and floor cover installation.

## **E10. INSTALLATION OF BUTTERFLY VALVE**

### **E10.1 Supply and Field Testing of 1676 Butterfly Valve**

**E10.1.1** The 1676 mm butterfly valve is being supplied under a separate Tender, City of Winnipeg Tender No. 265-2022. The butterfly valve will be delivered to the City of Winnipeg Water Treatment Plant. Contact for the Valve Supply Contract is:

Power and Mine Supply Co. Ltd.  
Attn: Cam Wilson  
(204) 795-7802

### **E10.1.2 Delivery Date**

- (a) The valve is scheduled for delivery no later than February 8, 2023.
- (b) Required testing by the valve vendor is to be completed within five (5) Business Days of Delivery.

**E10.1.3** The Contractor shall attend a delivery inspection, with the Valve Supply Contractor, and Contract Administrator. The Supply Contractor, prior to turning valves over to the Installation Contractor, shall rectify any damage noted during the delivery inspection. Written acceptance of the valves and actuators by a duly completed "Certificate of Equipment Delivery (Form 200)" (Appendix A) shall constitute acceptance for installation from the Installation Contractor.

**E10.1.4** The Supply Contractor will perform hydrostatic leakage testing of the valves after delivery. Any leakage or defects noted during field testing shall be repaired by the Supply Contractor, prior to the Installation Contractor taking possession.

**E10.1.5** The Installation Contractor may leave the valve in storage at the City facility until required on-site for installation.

**E10.1.6** Once removed from storage at the City facility, the Contractor shall provide 24-hour secure storage for the valve. Once delivered to the Site for pre-assembly and installation, the valve shall remain stored in a secure, on-site storage compound.

**E10.1.7** For the purposes of transportation of the valve from the storage facility to the job site, the Contractor shall ensure the following:

- (a) Valve flange faces are protected from damage by installation of a minimum of 20 mm plywood cover on both faces of each valve.
- (b) Valve shall be handled only by methods approved by the manufacturer and properly secured to preclude any damage during transport.

**E10.1.8** The estimated mass of the valve assembly including actuator is approximately 5,800 kilograms. Final valve mass may vary. Shop drawings for the butterfly valve are provided in Appendix C. Contact the valve supplier for further information.

### **E10.2 Materials**

#### **E10.2.1 Bolts**

- (a) Bolts shall be ASTM A307 grade B. Bolt size, type and diameter shall be in accordance to AWWA C207. Bolt length shall be sufficient to accommodate flanges, gaskets and insulators.
- (b) Flange insulator kits shall be Advance Products and Systems or approved equal, including full faced gasket, hole sleeves and washers.
- (c) Anti-seize compound shall be used on all bolts.

#### **E10.2.2 Flange Gaskets**

- (a) 3mm, full faced, SBR rubber gaskets or neoprene in accordance with AWWA C207. Gaskets shall be one piece construction where possible. Segmented gaskets shall be

constructed of a minimum number of segments and joints shall be of dovetailed construction, or other jointing methods approved by the Contract Administrator.

E10.2.3 Blind Flange

- (a) The blind Flange for installation on the valve at the end of Stage 2 construction will be supplied by City. The blind Flange is AWWA C207 Class D (estimate 105 mm thick).

E10.2.4 Touch Up Paint

- (a) Repair paint coatings damaged by installation as recommended by Manufacturer. All paints used in contact with water shall be NSF 61 approved, and conform to AWWA C210.

E10.3 Construction Methods

E10.3.1 Installation of Butterfly Valve

- (a) Install butterfly valve as shown on the Drawings. Butterfly valve shall be installed with the valve shaft in the horizontal position. The Supply Contractor is obligated to provide installation supervision, and will complete Form 202 (Appendix A) upon successful installation.
- (b) The valve flange face is treated with a rust inhibitor, Houghton Rust Veto 344, which shall be removed by the Contractor as directed by the Supply Contractor prior to final installation.

E10.3.2 Commissioning of Butterfly Valve

- (a) The Contractor shall assist in operation of the butterfly valve for the purpose of commissioning. The Supply Contractor is required to complete Form 203 (PART G - ), indicating a qualified representative has checked the installed equipment, and has found the equipment to be installed and operating in accordance to the specifications.

**E11. VALVE CHAMBER PIPING**

E11.1 Description

- (a) This Specification shall cover all valve chamber piping.

E11.2 Submittals

E11.2.1 Submit shop drawings for the following in accordance with E7:

- (a) All corrosion protection system products
- (b) Restrained dismantling coupling
- (c) Small diameter piping and valves

E11.3 Materials

E11.3.1 Fasteners

- (a) Bolts for all flange connections shall be ASTM A307 or ASTM F568M, grade B.
- (b) Bolts for all sleeve style couplings and/or restraints shall be ASTM F593 or ASTM F738M, type 316 stainless steel.
- (c) Nuts for all sleeve style couplings and/or restraints shall be ASTM F594 or ASTM F836M, type 316 stainless steel.
- (d) Anti-seize compound shall be used on all bolts.
- (e) For flanged connections, bolt size, type and diameter shall be in accordance to AWWA C207. Bolt length suitable for coupling AWWA C207 Class D flange.

E11.3.2 Flange Gaskets

- (a) 3mm, full-faced, SBR rubber gaskets or neoprene in accordance with AWWA C207.

- (b) Gaskets shall be one piece construction where possible.
- (c) Segmented gaskets shall be constructed of a minimum number of segments and joints shall be of dovetailed construction, or other jointing methods approved by the Contract Administrator.

#### E11.3.3 Blind Flanges

- (a) Ductile iron blind flanges shall be AWWA C115 Class 150.
- (b) Ductile blind flanges shall be fusion bonded epoxy coated in accordance with AWWA C116 and E11.4.1.
- (c) Steel Blind Flanges shall conform to AWWA C207.
- (d) Only permanent blind flanges are required to be coated.

#### E11.3.4 Large Diameter Chamber Fittings

- (a) Spool pieces
  - (i) Spool pieces shall be manufactured to AWWA C200.
    - ◆ Minimum wall thicknesses of 12.7 millimetres.
    - ◆ Minimum steel yield strength of 307 MPa (30,000 psi).
    - ◆ Paint for exposed steel surfaces shall be in accordance with AWWA C210.
    - ◆ Coating and lining shall be two (2) or more layers (5 mils dry film thickness minimum each coat) Polyamide Epoxy, Coatings shall meet SF 61 requirements for immersion prior to exposure to potable water.
- (b) Restrained Dismantling Coupling:
  - (i) Coupling body (rings) to be constructed from ASTM A36 steel, minimum wall thickness: 9.5 mm.
  - (ii) AWWA C207, Class D Flanges.
  - (iii) NBR gasket conforming to ASTM D 2000.
  - (iv) Fusion bonded epoxy coated in accordance with AWWA C213, and meeting the requirements of ANSI/NSF 61 "Standard for Drinking Water System Components – Health Effects".
  - (v) Stainless steel, type 316 tie rods and nuts.
  - (vi) Approved products:
    - ◆ DJ400 Series Dismantling Joint as manufactured by Romac Industries Ltd.,
    - ◆ 7900DJ Series Dismantling Joint manufactured by Robar Industries Ltd.,
    - ◆ Baker Dismantling Joint manufactured by Baker Coupling Products,
    - ◆ or approved equal in accordance with B7.
- (c) Flange for fitting shall be AWWA C207 minimum Class D Flange.
- (d) Flange insulator kits shall be Advance Products and Systems including full faced gasket, hole sleeves and washers, or approved equal in accordance with B7.

#### E11.3.5 Ductile Iron Fittings

- (a) Flanged ductile iron fittings conforming to AWWA C110.
- (b) Fittings shall meet the following minimum criteria:
  - (i) Fittings shall be new.
  - (ii) Permanently installed fittings shall be cement-mortar lined in accordance with AWWA C104.
- (c) All fittings to be liquid epoxy coated to AWWA C116.

#### E11.3.6 Ductile Iron Pipe

- (a) Ductile iron pipe conforming to AWWA C151.

- (b) Pipe shall meet the following minimum criteria:
  - (i) Thickness Class 54 (minimum).
  - (ii) Pipe shall be new.
  - (iii) Permanently installed pipe shall be cement-mortar lined in accordance with AWWA C104.
  - (iv) All pipe to be liquid epoxy coated in accordance with AWWA C210., E11.3.11 and E11.4.1.

E11.3.7 Steel Pipe

- (a) Steel Pipe shall be manufactured in accordance with AWWA C200.
- (b) Steel pipe coatings and linings shall be in accordance with AWWA C210.
- (c) Small diameter steel pipe shall be Schedule 40 dimensions.

E11.3.8 Flanges for Pipe and Fittings

- (a) Steel flanges shall conform to AWWA C207, minimum Class D Flange.
- (b) Threaded ductile iron flanges shall conform to AWWA C115 ASME/ANSI B16.1 Class 125.

E11.3.9 Ball Valves

- (a) Ductile-Iron Ball Valves
  - (i) Ductile-Iron ball valve complete with stainless steel ball.
  - (ii) ASME B16.1 Class 125 flanges.
  - (iii) Approved product: Series 4000D as manufactured by American Valve Inc. or approved equal in accordance with B7.

E11.3.10 Coatings

- (a) Unless otherwise specified herein coatings for all metal chamber piping and fittings shall be a liquid epoxy meeting the requirements of E11.3.11. As an alternative to liquid epoxy, the contractor shall have the option to use fusion bonded epoxy in accordance with B7.
- (b) Field-applied pipe coatings for above ground piping shall be a liquid epoxy meeting the requirements of E11.3.11.

E11.3.11 Liquid Epoxy Coatings

- (a) Liquid epoxy coatings shall conform to AWWA C210.
- (b) Liquid epoxy coatings shall be NSF 61 certified for immersion service in feeder main and water main pipelines.
- (c) All coatings shall be applied in a minimum of two (2) or more layers (5 mils dry film thickness minimum each coat) for a minimum final coating dry film thickness of the greater of 16 mils or the thickness recommended by the manufacturer for immersion service.
- (d) Submit product data for interior lining and exterior coating products in accordance with E7.
- (e) All interior coatings shall meet NSF61 product requirements for immersion prior to contact with potable water.

E11.3.12 Flange Isolation Kits

- (a) Flange isolation kits shall be used where noted, where dissimilar metal piping or fittings are joined.
- (b) Flange isolation kits shall be to City of Winnipeg specification except as modified below.
- (c) Each kit shall be double flange isolation kit with insulating sleeves and washers for each flange of the bolted connection.

- (d) Bolt sleeves shall be comprised of G10 or G11 epoxy glass.

#### E11.4 Methods

##### E11.4.1 Protection of Pipes and Water bearing structures from Contamination.

- (a) The Contractor shall install temporary covers or curtains on the existing piping and structures to prevent contamination of structures when not on site or actively working on the piping itself.

##### E11.4.2 Temporary closures shall be constructed to prevent the ingress of water, air contaminants, debris, and animals. Closures shall be constructed and installed in such a manner as to prevent inadvertent puncture, displaced or otherwise damaged in a manner that could result in the contamination of the Suction Header.

##### E11.4.3 Coatings

- (a) Prepare metal surfaces for recoating by blast cleaning to near-white metal as specified by Joint Surface Preparation Standard NACE No.2/SSPC-SP10. Remove all dust and loose residues from the prepared surfaces and chamber floor. The surface shall be roughened to a degree suitable for the coating system employed.
- (b) Protect valve seals, machined surfaces, threads, and nameplates from sandblasting.
- (c) Paint prepared surfaces in accordance to AWWA C210.
- (d) Primer coat to follow immediately after completion of sandblasting and prep.
- (e) Provide adequate ventilation and heat to facilitate curing of coatings.

##### E11.4.4 Provide adequate ventilation and heat to facilitate curing of coatings.

##### E11.4.5 Interior linings for pipes and fittings shall be applied and cured as recommended by the manufacturer prior to placing into service. Linings must be fully cured for immersion service prior to installation and reinstating the line into service. Where accelerated cure times are required for assembly and water immersion, a coating and curing plan shall be submitted to the Contract Administrator in accordance with E7 a minimum of five (5) Business Days prior to application.

#### E11.5 Measurement and Payment

- (a) Work covered in this section will be considered incidental to construction and will not be measured for payment. No separate payment will be made.

### **E12. SUMP PUMP AND PIPING**

#### E12.1 Description

- (a) Supply, installation, testing, and commissioning of the sump pump and piping including motors, motor protection, power and signal cables.

#### E12.2 Submittals

- (a) Submittals shall be in accordance with Section E7 allowing for a minimum of ten (10) Business Days for review.
- (b) Submit proof of CSA approval for the pump assembly as one unit, as per CSA standard C22.2-108-14.
- (c) Submit design data as shown in Schedule 33-21-00 – 1.
- (d) The pump assembly shop drawings shall include the following specific details:
  - (i) Dimensional drawings, cross sections and details of the pumps.
  - (ii) Performance curve for the pumping unit(s) superimposed on the system curves for the duty operating condition, including the efficiency isopleth and NPSHr variation with flow. The performance curve shall demonstrate the pump(s) meet the specified requirements for head, capacity, horsepower, speed, efficiency and NPSHr for the range of operating conditions.

- (iii) Motor operating data, including motor and insulation ratings, start-up and operating current ratings, operating voltage and amperage tolerances, description of construction complete with illustrative drawings, and any other pertinent information.
- (iv) List of materials of construction, detailing the component parts of the pump(s), their materials of construction, and reference specifications for those materials.
- (v) Required ancillary services including, but not limited to electrical, seal water, and drains. The sizes, ratings, and any other pertinent information related to these services.
- (vi) Installation instructions indicating assembly and mounting requirements, alignment and assembly tolerances, and points of connection for ancillary services (electrical, seal water, drains, etc.).
- (vii) Start-up instructions including lubricant requirements, electrical requirements, etc.
- (e) Operating and Maintenance Data: Provide for incorporation in operation and maintenance. Include the following:
  - (i) Complete description of operation.
  - (ii) General arrangement and detailed drawings.
  - (iii) Wiring diagrams for power and control schematics
  - (iv) Parts catalogues with complete list of repair, replacement and spare parts with section drawings, illustrating the connection and the parts manufacturer's identifying numbers.
  - (v) Detailed maintenance and lubrication schedule, including daily, weekly, monthly, semi-annual and annual checks.
  - (vi) Detailed instructions on adjustment due to wear and replacement of parts.

#### E12.3 Design

- (a) Pump design capacity within 10% of best efficiency point of 30 l/min. Contractor to submit pump and system curve:
  - (i) Nominal piping diameter: Max velocity of 1.5 m/s
  - (ii) Static lift: 3.75 m
  - (iii) Pipe length: 21 m
- (b) Provide calculations support development of system curve, including:
  - (i) Pipe internal diameter and length
  - (ii) Friction coefficient
  - (iii) Minor losses
- (c) 32 mm discharge

#### E12.4 Materials

- (a) Description
  - (i) Provide a sump pump in the valve chamber with piping, discharging into the storm sump pit
- (b) Pump Characteristics
  - (i) Drive: Constant Speed
  - (ii) Number of Pumps: 1
  - (iii) Rated capacity per pump: 30 l/min
  - (iv) Pump able to operate with 4 mm or less of water above floor
- (c) Approved Product
  - (i) Zoeller Floor Sucker Pump Series
  - (ii) Or approved equal in accordance with B7.

- (d) Impeller
  - (i) Non-clogging vortex
  - (ii) Engineered plastic
- (e) Pump Volute
  - (i) Engineered plastic
- (f) Motor
  - (i) Class B Insulation
  - (ii) Provide motors nameplate rated for 115 V, 60 Hz, 1-phase service.
  - (iii) Design motors for full voltage starting and capable of running successfully when terminal voltage is from +10% to -10% of nameplate voltage. Motors shall have a service factor of 1.15 and shall operate at not more than 100% of nameplate current rating.
  - (iv) Provide motors capable of 10 starts per hour on a continuous basis without temperature rises which would harm insulation and windings.
  - (v) Design motors for semi-continuous immersion in liquid with an ambient temperature of 40°C unless higher temperatures are specified. Design casing for adequate heat rejection. Internal circulation of the pumped liquid for cooling is not permitted.
  - (vi) Provide thermal protection. Incorporate two bimetallic sensors that sense when the motor temperature rises above 40°C. The motor shall automatically restart after cool-down.
  - (vii) Prevent the entry of moisture with inner and outer single mechanical seals.
  - (viii) Provide Type 431 stainless steel motor shafts.
  - (ix) Provide Type 316 stainless steel hardware.
  - (x) Gasket: NBR
  - (xi) Mounting
    - (i) All motors are to be supplied integrally with the related equipment.
    - (ii) Factory align and balance motors with the related equipment to minimize vibration and undue stresses.
- (g) Cables
  - (i) Provide approved SOW type cables, with a 90°C rating and neoprene jackets.
  - (ii) Supply submersible motors with factory installed cables, of a minimum length to reach the pump's control panel and starter. The motor and cable to be capable of continuous submergence under water without loss of watertight integrity to a depth of 6 m.
  - (iii) Seal the junction chamber, containing the junction board, from the motor with an O-ring seal.
  - (iv) Connect the cable conductors and stator leads with threaded binding posts permanently mounted into the terminal insulation the board, and thus permanently leak-proof.
  - (v) Provide the cable entry body with a strain relief function (separate from the cable sealing function) which strain relief is to be applied from the outer side of the cable entry assembly.
- (h) Junction Box
  - (i) Design the junction box with two separate terminal boards, one for connecting the signal wires and signal cable, and one for connecting the stator leads and power cables.
  - (ii) Seal the lower terminal board from the motor by an elastomer compression seal (O-ring) so that it is leakproof.
  - (iii) The Manufacturer shall demonstrate to the Contract Administrator a methodology for prevention or managing moisture within the junction box. Should the methodology involve collection of moisture within a cavity, a float type moisture sensor shall be

provided in the cavity to provide an alarm in the event of water intrusion into the cable junction box. The sensor shall be connected to the monitoring system.

- (i) Controls
  - (i) Provide a pump control and status monitoring system for each pump. The motor starters, disconnect switches, control panel, and other power ancillaries are specified in Division 26.
  - (ii) Design the pump control and monitoring system for monitoring motor stator high temperature and moisture sensing/water intrusion in the stator housing and the junction box.
  - (iii) For each pump control/monitoring system provide control wiring and a junction box to connect between the pump and the control enclosure.
- (j) Cooling System
  - (i) The pump motor shall be cooled by the passage of the pumped fluid over the stator housing.
- (k) Mechanical Seals
  - (i) Provide tandem mechanical rotating shaft seal system between the impeller and the motor.
  - (ii) Provide carbon and ceramic seals.
- (l) Bearings
  - (i) Design the motor shaft to rotate on two permanently lubricated bearings.

#### E12.4.1 Pipe, Couplings, Flanges and Adaptors

- (a) Pipe, fittings and adaptors shall be PVC conforming to ASTM D1785
- (b) Approved Products IPEX Xirtec PVC or approved Equal in accordance with B7.

#### E12.5 Execution

- (a) Testing
  - (i) Ensure that each pump, including all component parts, operates as intended.
  - (ii) Cooperate with the Contract Administrator to fulfill the requirements for successful testing of the equipment.
  - (iii) Field test all pumps to verify performance.
  - (iv) Flow Metering
    - (i) Where possible, use fill and draw techniques to determine the amount of flow conveyed during the test period. Ensure that the volumes are sufficient for at least 10 minutes of pump operation at the flows that are to be tested, other than run-out.
  - (v) Field Test Report
    - (i) Compile field test results into a report for submittal to the Contract Administrator.
    - (ii) Describe test set-up and measurement devices used to conduct the tests.
    - (iii) For each pump, list the specified performance requirements and field test results. Show field test results (flow, pressure, power draw) superimposed on the performance curve provided with the submission.
  - (vi) Where field tests do not verify compliance with specified performance requirements, investigate cause for noncompliance, undertake remedial work as required to bring pump into compliance, or replace the pump and all necessary ancillaries, and retest to prove compliance.
  - (vii) Cooperate with the installer to fulfill the requirements for successful testing of the equipment as outlined in Section 01 91 13 - General Commissioning Requirements.

#### E12.6 Training

- (a) Allow for a minimum of 4 hours of operation and maintenance training.

#### E12.7 Installation

- (a) Before commencing the installation of the Work, inspect and take field measurements and ensure that Work conducted previously in the area is not prejudicial to the proper installation of the works.
- (b) Install the pump assemblies as shown on the Drawings.
- (c) Supply and install all necessary shims, gaskets etc., required to complete the installation.
- (d) Dimensions shown on the Drawings for equipment base, piping connection and length, column supports etc. are approximate and must be corrected by the Contractor to suit the exact dimensions of the equipment provided for each application. Arrange any necessary modifications to piping connections, pipework, or other ancillaries at no cost and after acceptance by the Contract Administrator.
- (e) Provide for the use of all necessary lifting and loading equipment and all tools required to complete the installation.
- (f) Demonstrate to the Owner, Contract Administrator, and Manufacturer's Representative the final alignment.
- (g) Extend any inaccessible lubrication points and lubricant drains to convenient locations.

#### E12.8 Commissioning

- (a) Attend during commissioning of the process system which includes the pump specified in this section to ensure that the pump functions as intended in the process system.

### **E13. WATER BEARING STRUCTURE DISINFECTION**

#### E13.1 Description

E13.1.1 This specification covers the disinfection of potable water bearing structures and piping.

#### E13.2 Disinfection

E13.2.1 All pipe, valves, fittings and accessed surfaces of the suction header shall be disinfected by spray disinfection method or spraying 200 mg/l chlorine solution in accordance with AWWA C651 Section 4.6.

E13.2.2 The Contractor shall take every reasonable precaution during construction to prevent debris from entering the pipeline. If, in the opinion of the Contract Administrator, deleterious substances have entered the pipeline, the Contractor shall remove any contaminated materials.

E13.2.3 All equipment being used within a potable water pipeline shall be spray or swab disinfected using a 200 mg/L free chlorine solution prior to entering or coming in contact with the pipe.

E13.2.4 Flushing of disinfected surfaces is not required.

#### E13.3 Measurement and Payment

##### E13.3.1 Disinfection and Health Testing

- (a) Disinfection and health testing will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

### **E14. DEWATERING AND DISPOSAL OF CHLORINATED WATER**

E14.1 Chlorinated water from the suction header draining requires dichlorination.

E14.2 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 DBPS sanitary (east) sump pit.

- (b) De-chlorination of water with discharge the environment or the DBPS storm (west) sump pit. De-chlorination may be accomplished using the following:
  - (i) Sodium Ascorbate
  - (ii) Vita-D-Chlor™ Taby Mat Sock by Integra Chemical,
  - (iii) or approved equal in accordance with B7

E14.3 Estimated Header Volumes are provided below. Volumes are approximate.

Location	Estimated Volume (m3)	Estimated Storm Pit Pump Rate – One Pump (l/s)	Estimated Duration of Discharge (hr)
East Side Header and Yard Piping	355	19	5.2
West Side Header and Yard Piping	229	19	3.4
Combined Header	584	19	8.6

- E14.4 Contractor shall provide pumps of sufficient capacity to dewater in accordance with their schedule. All pumps and equipment shall be disinfected as per E13.
- E14.5 At Contractors discretion, Stage 1 Temporary wall can be equipped with a maximum 150 mm diameter dewatering pipe and valve to facilitate expedient dewatering of the header. Pipe shall include appropriate leakage and thrust restraint devices and conform to E11. Ball valves for the work may be employed for this temporary work.
- E14.6 Contractor is responsible for dewatering header and dichlorination in all phases of construction.
- E14.7 The Contractor shall submit a chlorinated water disposal plan in writing to the Contract Administrator a minimum of five (5) Working Days prior to disposal of chlorinated water... The disposal plan shall at a minimum include the following:
  - (a) Proposed pumping methods and equipment
  - (b) Proposed monitoring plan for dewatering.
  - (c) Means of de-chlorination, volume of dichlorination product and application rate.
- E14.8 Measurement and Payment
  - (a) Dewatering and De-chlorination will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

**E15. CAST-IN-PLACE CONCRETE**

- E15.1 Description
  - (a) This Specification shall cover the construction of cast-in-place concrete for the valve chamber, which the Contractor shall carry out in accordance with Specification CW 2160 and CSA A23.1, except as amended or supplemented herein or on the Drawings.
- E15.2 Submittals
  - (a) Shop Drawings
    - (i) Provide Shop Drawings in accordance with E7.
    - (ii) Shop Drawings for the Mix Design are to bear the seal of a Professional Engineer, registered in the Province of Manitoba.
  - (b) Submit and implement a Quality Control Plan a minimum of four (4) weeks prior to the first scheduled concrete casting; the Quality Control Plan shall include:
    - (i) Identify the Quality Control Manager.
    - (ii) Qualifications of construction supervisory personnel.

- (iii) Quality Control testing plan for concrete.
  - (iv) Third party testing data from trial batching of each Mix Type.
  - (v) Pre-placement procedures and checklists for concrete.
  - (vi) Post-placement procedures and checklists for concrete.
- (c) Submit mix design statements for each type of concrete:
- (i) Submit documentation a minimum of four (4) weeks prior to the first scheduled concrete casting demonstrating that the proposed mix designs and materials will achieve the required strength, durability, and performance requirements.

### E15.3 Materials

- (a) Concrete Mix Types
- (i) Provide concrete mix in accordance with requirements of CAN/CSA-A23.2.
  - (ii) Structural concrete design shall be in accordance with the Drawings.
- (b) Floor Topping Grout
- (i) SikaTop 123 Plus or approved equal in accordance to B7. Extend with aggregate as per manufacturers recommendation.

### E15.4 Cast-in-Place Concrete Construction

- (a) A minimum of forty-eight (48) hours notice shall be given to the Contract Administrator prior to the casting of any concrete to allow for inspection of reinforcing steel.

### E15.5 Curing and Protection

- (a) Formwork shall not be removed until 75% design strength.
- (b) Concrete shall receive moist curing for a period of at least seven (7) Calendar Days. One of the following methods shall be used as soon as the concrete has hardened sufficiently to prevent marring:
- (i) Surfaces of concrete that are protected by formwork that is left in place for seven (7) Calendar Days, shall not require any additional curing.
  - (ii) Surfaces exposed to water after form stripping do not require treatment.
- (c) No concreting will be allowed until all materials required for the curing phase are on-site and ready for use.
- (d) At the end of the curing and protection period, the temperature of the concrete shall be reduced gradually at a rate meeting both the requirements of CSA A23.1 Table 21 for allowable differential temperature in the concrete and ACI 306R Table 5.1 for the allowable rate of temperature change of the edges of the concrete until the outside air temperature has been reached.
- (e) Floor Topping Grout
- (i) Thoroughly clean existing floor to ICRI Guideline 310.2R CSP 4, using high pressure water jetting.
  - (ii) Install topping to the grades indicated as per manufacturer recommendation.

### E15.6 Measurement and Payment

- (a) Supply and placement of cast-in-place concrete shall be considered incidental to Construction and will not be measured for payment. No separate payment will be made.

## E16. CONCRETE ACCESSORIES

### E16.1 Description

- (a) This Specification shall cover all concrete accessories work, in accordance with Specification CW 2160, except as amended or supplemented herein.
- (b) Provide heating and hoarding for the installation of the materials.

## E16.2 Submittals

- (a) Submit the following Shop Drawings; in accordance with E7.
  - (i) Bonding Agent
  - (ii) Waterstop
  - (iii) Davit Mount Sleeve and Cap
  - (iv) Floor Benching Grout
- (b) Submit Shop Drawings in accordance with E7.

## E16.3 Materials

- (a) Dowel Grout
  - (i) Hilti Hy-200-A or approved equal in accordance with B7.
- (b) Waterstop.
  - (i) Retrofit waterstop shall be Greenstreak PVC Retrofit Waterstop by Sika, or approved equal in accordance with B7.
  - (ii) Surface applied hydrophilic waterstop shall be non bentonite, modified chloroprene rubber based waterstop, Hydrotite CJ or approved equal in accordance with B7.
  - (iii) All waterstops shall be approved for use in potable water as per NSF 61.
- (c) Davit Mount Sleeve and Cap
  - (i) Davit mount sleeve shall be DBI Sala Advanced Flush Floor Mount Sleeve, Model # 8512828, stainless steel construction.
  - (ii) Cap shall be DBI Sala Advanced Heavy Duty Sleeve Cap, Model #8510827, stainless steel construction.
- (d) Joint Cleaner: xylol, methylethyleketon or non-corrosive type recommended by sealant manufacturer and compatible with joint forming materials.

## E16.4 Construction Methods

- (a) Install materials in accordance with the Manufacturer's written instructions.

## E16.5 Measurement and Payment

- (a) Supply and placement of concrete accessories shall be considered incidental to "Drain Chamber Construction" and will not be measured for payment. No separate payment will be made.

## **E17. REINFORCING STEEL**

### E17.1 Description

- (a) This Specification shall cover all reinforcing steel work, in accordance with Specification CW 2160, except as amended or supplemented herein.

### E17.2 Shop Drawings

- (a) The Contractor shall submit Shop Drawings in accordance with E7 for the Contract Administrator's approval two (2) weeks prior to the fabrication of any reinforcing steel.

### E17.3 Materials

#### E17.3.1 Reinforcing Steel

- (a) Further to CW 2160 Sentence 2.6 Materials: Reinforcing Steel, all reinforcing steel shall conform to the requirements of CSA G30.18, Grade 400.

#### E17.3.2 Bar Accessories

- (a) Bar accessories shall be of type approved by the Contract Administrator. They shall be made from a non-corroding material, and they shall not stain, blemish, or spall the

concrete surface for the life of the concrete. Bar chairs are to be PVC; galvanized bar chairs are not acceptable.

#### E17.4 Construction Methods

##### E17.4.1 Placing of Reinforcing Steel

- (a) Reinforcing steel shall be placed accurately in the positions shown on the Contract Drawings. Carefully adjust the location of reinforcing steel adjacent to openings to frame those openings in accordance with good practice, and maintain the bar spacing intent.
- (b) Splices in reinforcing steel shall be made only where indicated on the Contract Drawings. Prior approval of the Contract Administrator shall be obtained where, in the opinion of the Contractor, other splices must be made. All splices shall have Class 'B' top lap splices in accordance with Reinforcing Steel Manual of Standard Practise. Welded splices shall not be used.
- (c) Adjust the location of the reinforcing steel adjacent to openings and in location of the lifting hook in accordance with good practice, and maintain the bar spacing intent.
- (d) Do not use welded splices for reinforcing steel.

#### E17.5 Construction Methods

- (a) Install materials in accordance with the Manufacturer's written instructions.

#### E17.6 Measurement and Payment

- (a) Supply and placement of reinforcing steel shall be considered incidental to "Drain Chamber Construction" and will not be measured for payment. No separate payment will be made.

### **E18. ALUMINUM FABRICATIONS**

#### E18.1 Description

- (a) This Specification shall cover design, fabrication and installation of aluminum items as shown on the Drawings.

#### E18.2 General

- (a) Design Code and Quality Assurance
  - (i) National Building Code of Canada, 2010.
  - (ii) CAN/CSA-S157, Strength Design in Aluminum.
  - (iii) CSA W59.2, Welded Aluminum Construction.
  - (iv) CSA W47.2, Certification of Companies for Fusion Welding of Aluminum.
  - (v) ASTM F 593, Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
  - (vi) ASTM F 594, Specification for Stainless Steel Nuts.
  - (vii) Aluminum Association Standard SSA-46.
- (b) Design Requirements
  - (i) Use Loads, load combinations and stress levels shown on Drawings and in accordance with the NBC 2010 and the Manitoba Amendments.
  - (ii) Connections are to be designed by a Professional Engineer registered in the Province of Manitoba. Design connections for loads indicated on the Drawings as a minimum.
- (c) Qualifications
  - (i) All work is to be performed by a firm certified by the Canadian Welding Bureau to the requirements of CSA W47.2 in Division 2.

- (d) Inspection and Testing
  - (i) Welds will be considered defective if they fail to meet quality requirements of CSA W59.2.
- (e) Submittals
  - (i) Shop Drawings and design briefs are to bear the seal of a Professional Engineer, registered in the Province in Manitoba.
  - (ii) Submit Shop Drawings for review in accordance with E7.
  - (iii) Clearly indicate profiles, sizes, spacing and locations of structural members, connections, attachments, reinforcing, anchorage, framed openings, size and type of fasteners, cambers and loads, accessories, column anchor bolt locations, setting details.

### E18.3 Products

- (a) Materials
  - (i) All materials shall be new.
  - (ii) Aluminum to requirements of CAN/CSA-S157, 6061-T6 or 6063-T6 aluminum alloy. All aluminum shapes based on Alcan structural shapes.
  - (iii) Fastening devices connecting aluminum parts to aluminum, concrete, or other materials: stainless steel bolts to ASTM F 593, stainless steel nuts to ASTM F 594, with appropriate isolation devices.
  - (iv) Welding materials: conforming to CSA W59.2.
  - (v) Bituminous paint: to MPI (Master Paint Institute) EXT 5.5D, without thinner.
  - (vi) Concrete anchors: stainless steel Hilti HY-200 Adhesive Anchors, manufactured by Hilti (Canada) Ltd. where indicated.
- (b) Fabrication
  - (i) Fabricate aluminum members in accordance with CAN/CSA-S157 using Alcan structural shapes.
  - (ii) Conform to requirements of CSA W59.2 for recommended filler alloy and welding.
  - (iii) Verify all Drawing dimensions prior to commencing fabrication.
  - (iv) Provide connections for loads indicated on the Drawings as a minimum.
  - (v) Provide bolted connections wherever possible. Bolted connections shall be bearing-type connections with the thread excluded from the planes of shear. Welded connections will not be permitted unless acceptable to the Contract Administrator. Inform Contract Administrator if required welding procedures will negatively influence the original yield strength of the members at the compression or tension flange. Adjust welding procedures as required by the Contract Administrator at no additional cost.
  - (vi) Provide perimeter banding for grating; banding to be the same size as bearing bars.
  - (vii) Provide banding of same size as bearing bars for all required openings through grating as required unless noted. Contractor to coordinate location of openings prior to Shop Drawing submission.
  - (viii) Match position of bearing bars and cross bars in adjacent panels to preserve a continuous appearance.
  - (ix) Provide removable hold down clip style Type D complete with appurtenances for all grating. At locations where Type D clip is impractical, provide Type C clip.
  - (x) Provide minimum four (4) hold-down clips at each end of the panels if not detailed on the Drawings.
  - (xi) Clip adjacent grating panels edges together at maximum 1500 mm spacing to prevent differential vertical movement.
  - (xii) Install one Ladder Up Safety Post LU-3 as manufactured by The Bilco Company on each ladder assembly.

(c) Construction Method

- (i) Erect aluminum in accordance with CAN/CSA-S157 and Drawings.
- (ii) Obtain permission of Contract Administrator prior to site cutting or making adjustments that are not part of the scheduled Work.
- (iii) Install items plumb, square, and level; fit accurately and maintain free from distortion or defects detrimental to appearance and performance.
- (iv) Paint aluminum surfaces in contact with concrete with two (2) coats of alkali-resistant bituminous paint. After erection touch up abrasions and damage to bituminous coatings.
- (v) Prevent electrolysis between aluminum and dissimilar metals in contact with appropriate isolation devices.

## 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](mailto:linda.ferens@sterlingcheck.com) OR [managedsupport@sterlingcheck.com](mailto: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 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.
- F1.3 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.
- F1.4 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, Substantial Performance, or Total Performance, as applicable, will be provided.
  - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 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.
- F1.6 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.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated 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.

## **PART G - FORMS**

### **INDEX TO FORMS**

Form 200 .....	Certificate of Equipment Delivery
Form 201 .....	Certificate of Instruction
Form 202 .....	Certificate of Satisfactory Installation
Form 203 .....	Certificate of Equipment Satisfactory Performance
Form 204 .....	Certificate of Training

**FORM 200:  
CERTIFICATE OF EQUIPMENT DELIVERY**

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

**Project:** \_\_\_\_\_

**Item of Equipment:** \_\_\_\_\_

**Tag No.:** \_\_\_\_\_

**Reference Specification:** \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signing Representative of the Installation Contractor) (Date)

\_\_\_\_\_  
(Authorized Signing Representative of the Contractor) (Date)

\_\_\_\_\_  
(Authorized Signing Representative of the Contract Administrator) (Date)

**FORM 201:  
CERTIFICATE OF INSTRUCTION**

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

**Project:** \_\_\_\_\_

**Item of Equipment:** \_\_\_\_\_

**Tag No.:** \_\_\_\_\_

**Reference Specification:** \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signing Representative of the Contractor) (Date)

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

\_\_\_\_\_  
(Authorized Signing Representative of the Installation Contractor) (Date)

**FORM 202:  
CERTIFICATE OF SATISFACTORY INSTALLATION**

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

**Project:** \_\_\_\_\_

**Item of Equipment:** \_\_\_\_\_

**Tag No.:** \_\_\_\_\_

**Reference Specification:** \_\_\_\_\_

**Outstanding Defects:** \_\_\_\_\_

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(Authorized Signing Representative of the Contractor)

(Date)

**FORM 203:  
CERTIFICATE OF EQUIPMENT SATISFACTORY PERFORMANCE**

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

**Project:** \_\_\_\_\_

**Item of Equipment:** \_\_\_\_\_

**Tag No.:** \_\_\_\_\_

**Reference Specification:** \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signing Representative of the Contractor) (Date)

\_\_\_\_\_  
(Authorized Signing Representative of the Installation Contractor) (Date)

\_\_\_\_\_  
(Authorized Signing Representative of the Contract Administrator) (Date)

**FORM 204:  
CERTIFICATE OF TRAINING**

We certify that satisfactory training has been provided, as specified.

**Project:** \_\_\_\_\_

**Item of Equipment:** \_\_\_\_\_

**Tag No.:** \_\_\_\_\_

**Reference Specification:** \_\_\_\_\_

1. Acknowledgment of Receipt of Training for Operations Staff

\_\_\_\_\_  
(Authorized Signing Representative of the City) (Date)

2. Acknowledgment of Receipt of Training for Maintenance Staff

\_\_\_\_\_  
(Authorized Signing Representative of the City) (Date)