



THE CITY OF WINNIPEG

TENDER

TENDER NO. 509-2021

PROVISION OF ACOUSTIC LEAK DETECTION AND CCTV SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF ACOUSTIC LEAK DETECTION AND CCTV SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 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 Site at 1:00 p.m. on July 6, 2022 to provide Bidders access to the Site. Bidders are instructed to meet at the first location at 1:00 p.m., after which the site investigation will move to the subsequent location(s).

- (a) Site 11 - Murray Ave Feeder Main
- (b) Site 8 - West End Feeder Main – Omand's Creek
- (c) Site 9 - West End Feeder Main – Truro Creek
- (d) Site 7 - Rouge Road Feeder Main
- (e) Site 10 - Haney-Moray Feeder Main
- (f) Site 6 - Dakota Feeder Main

B3.2 Bidders attending the Site Investigation are required to register for the Site Investigation at least 48 hours prior by contacting the Contract Administrator listed in D5.

B3.3 The Bidder is advised that access to pipeline chambers is considered Confined Space and access is restricted. Confined space entry will not be permitted during Site Investigations.

B3.4 Although attendance at the Site Investigation is not mandatory, the City strongly suggests that Bidders attend.

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 may view portions of the site located within public right-of-ways without making an appointment.

B4. ENQUIRIES

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

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 B3.1 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4.1, 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.
- B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on Business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on Business under a name other than his/her own, the Business name and the name of every partner or corporation who is the owner of such Business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on Business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on Business under a name other than his/her own, it shall be signed by the registered owner of the Business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.1.2 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in 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) Pure Technologies Ltd. - technical requirements for inspection technologies.

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; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) 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 B13.3, 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 the following qualifications in accordance with E5:

- (a) A minimum of three (3) examples of successful internal acoustic leak detection with video, conforming to the minimum technical and detection requirements in E5 on:
 - (i) Feeder Mains with a minimum diameter of 600 mm with 50 mm access ports.

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.

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

B16. IRREVOCABLE BID

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

B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

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

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.4.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

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.

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
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. FORM OF CONTRACT DOCUMENTS

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

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of inspection of potable water feeder mains using internal, tethered acoustic leak detection equipment, also equipped with high resolution CCTV camera equipment, capable of real time viewing.

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

- (a) Acoustic leak detection surveys of potable water feeder mains;
- (b) CCTV inspection of potable water feeder mains; and
- (c) Engineering report of findings.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) "**ASTM**" means American Society for Testing and Materials;
- (b) "**AWWA**" means American Water Works Association;
- (c) "**CCTV**" means Closed Circuit Television;
- (d) "**Contractor**" or "**Inspection Contractor**" means the Contractor completing the work identified in this tender;
- (e) "**CSA**" means Canadian Standards Association;
- (f) "**CPP**" means Concrete Pressure Pipe
- (g) "**PCCP**" means Pre-Stressed Concrete Cylinder Pipe
- (h) "**Site 6**" means the Dakota Feeder Main crossing of the Seine River and Navin Drain.
- (i) "**Site 7**" means the Rouge Road Feeder Main crossing of Sturgeon Creek.
- (j) "**Site 8**" means the West End Feeder Main crossing of Omand's Creek.
- (k) "**Site 9**" means the West End Feeder Main crossing of Truro Creek.
- (l) "**Site 10**" means the Haney - Moray Feeder Main crossing of the Assiniboine River.
- (m) "**Site 11**" means the Murray Avenue Feeder Main between McPhillips Street and Ferrier Street.
- (n) "**Support Contractor**" means a third-party contractor engaged by the City under Tender 507-2021 to provide pipeline access modifications, pipeline cleaning and inspection support services in support of inspection work under this tender.

D5. CONTRACT ADMINISTRATOR

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

Tanner Beavis
Municipal Engineer-in-Training
Telephone No. 204 928-9200
Email Address tanner.beavis@aecom.com

D5.2 At the pre-construction meeting, Mr. Beavis 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 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 two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D12.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

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. EQUIPMENT LIST

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D15. DETAILED WORK SCHEDULE

- D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D15.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work.
- 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 (please note the sequence of Site Numbers from Site 6 to 10 is to accommodate other works outside of this contract):
- (a) Site Mobilization;
 - (b) Site 6 Field Inspection;
 - (c) Site 7 Field Inspection;
 - (d) Site 8 Field Inspection;
 - (e) Site 9 Field Inspection;
 - (f) Site 10 Field Inspection;
 - (g) Site 11 Field Inspection;
 - (h) Draft Data Analysis Report including CCTV; and
 - (i) Final Data Analysis Report including CCTV.

D16. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D16.1 The Contractor shall provide the Contract Administrator with an Accessibility 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.
- D16.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
 - (b) How the Contractor will maintain access to bus stops within the site.
 - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
 - (d) How the Contractor will maintain cycling facilities.
 - (e) How the Contractor will maintain access to residents and Businesses unless otherwise noted in the Contract.
 - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D16.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D16.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
 - (b) Temporary Ramping
 - (c) Transit Stops

(d) Detour Signage

- D16.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D16.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D16.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D16.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
- D16.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D17. COMMENCEMENT

- D17.1 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.
- D17.2 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 Equipment List specified in D14;
 - (vii) the Detailed Work Schedule specified in D15;
 - (viii) the Requirements for Site Accessibility Plan specified in D16; and
 - (ix) the direct deposit application form specified in D27.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D17.3 The City intends to award this Contract by August 26, 2022.
- D17.3.1 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.

D18. SCHEDULE RESTRICTIONS

- D18.1 Feeder Main Shutdowns

- D18.1.1 Inspections windows are dependent on the City's ability to isolate and dewater the identified feeder mains for modification and access under Tender 507-2021, and inspection under this Tender.
- D18.1.2 Feeder main shutdowns will be scheduled based on a number of factors including routine maintenance and repair work, water demand, weather and other factors.
- D18.1.3 The City shall endeavour to make the specified time periods available to the Contractor to schedule his Work requiring isolation and draining of various feeder mains, without limiting the City's control over the operation of the regional water system to complete other work, maintain adequate system service and maintain the integrity of the infrastructure. The City shall reserve the right to cancel and/or delay these schedule dates at any time, due to any circumstances that could adversely affect water supply system operation, including but not limited to high water demand, abnormal weather, failures of related water system components and/or security concerns.
- D18.1.4 Feeder Main shutdowns will only be permitted between September 1st and May 15th.

D19. CRITICAL STAGES

- D19.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Mobilization for Pipeline Inspection – The Contractor shall mobilize and be prepared to undertake the identified inspections by the dates established in D19.2(a).
 - (b) Submission of Draft Data Report – A draft data report shall be submitted within sixty (60) Calendar Days of completion of the data collection.
 - (c) Submission of Final Data Report – A final data report shall be submitted within thirty (30) Calendar Days of receipt of comments from the Contractor Administrator on the submitted draft report.
- D19.2 Final Critical Stage Dates will be established immediately upon receipt of Letter of Award, on a mutually agreeable schedule between the Support Contractor(s), the City of Winnipeg, and the successful inspection Contractor based on the availability of all parties and procurement of materials. The Contract Administrator will schedule a meeting with all parties within three (3) Business Days of receipt of the Letter of Award. Schedule dates shall be limited by the following dates:
- (a) Critical Stage – Acoustic Pipeline Inspection (Sites 6 through 11) - will be available for inspection no later than October 30, 2022 and shall be completed within eight (8) Calendar Days of commencement of inspection.
- D19.3 Once inspection dates are established, the Critical Stage Date(s) identified in D19.2 will be established.

D20. SUBSTANTIAL PERFORMANCE

- D20.1 The Contractor shall achieve Substantial Performance by January 28, 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 March 2, 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) Critical Stage – Acoustic Pipeline Inspection (Sites 6 through 11)- two thousand dollars (\$2000);
 - (b) Substantial Performance – one hundred dollars (\$100);
 - (c) Total Performance - one hundred dollars (\$100).
- 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 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 Support Contractor under City of Winnipeg Bid Opportunity 507-2021 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).

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

- D26.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

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.

WARRANTY

D28. WARRANTY

- D28.1 Notwithstanding C13, Warranty does not apply to this contract.

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 D12.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- 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. 509-2021

PROVISION OF ACOUSTIC LEAK DETECTION AND CCTV SERVICES

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. 509-2021

PROVISION OF ACOUSTIC LEAK DETECTION AND CCTV SERVICES

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>Appendix No.</u> | <u>Title</u> |
|---------------------|--|
| A | Record Drawings |
| B | Pipeline Modification Drawings |
| C | Site Photos |
| D | Applicable Construction Drawings Tender 507-2021 |

GENERAL REQUIREMENTS

E2. MOBILIZATION AND DEMOBILIZATION PAYMENT

- E2.1 Description
- (a) This Specification shall govern mobilization and demobilization from site.
- E2.2 Mobilization and Demobilization will be required for each inspection type unless multiple inspection types can be performed by the same crew during the same mobilization. Mobilization and Demobilization will include, but is not limited to, the following:
- (a) Mobilization to the site;
- (b) Provision of tools, personnel, and support equipment for site setup, restoration, and cleanup; and
- (c) Demobilization from the site.
- E2.3 The City reserves the right to cease inspections at any time due to operational issues, other priorities, emergencies, or safety concerns. Work satisfactorily completed prior to the stoppage will be paid to the Contractor at the specified unit prices.
- E2.4 Measurement and Payment
- (a) Mobilization and Demobilization will be measured on a unit basis and paid for at the Contract Unit Price for "Mobilization/Demobilization". Number of units to be paid for will be the total number of Mobilization/Demobilization items performed for each inspection type, measured and accepted by the Contract Administrator.

- (b) 50% of each Mobilization and Demobilization unit price will be paid when inspection crews arrive on site and are ready to commence the inspection.
- (c) 100% of each Mobilization and Demobilization unit price will be paid subsequent to completion of each inspection.

E3. SERVICES

- E3.1 The Contractor shall perform acoustic leak detection and CCTV video inspection of critical water infrastructure in accordance with the requirements specified herein.
- E3.2 Item No. 1 – Inspection Preparation shall be in accordance with E4.
- E3.3 Item No. 2 – Mobilization/Demobilization shall be in accordance with E2
- E3.4 Item No. 3 - Leak Detection Inspections shall be in accordance with E5.
- E3.5 Item No. 4 – Engineering Report shall be in accordance with E5.4(b).
- E3.6 Item No. 5 – Standby Time shall be in accordance with E6.

E4. INSPECTION PLANNING

- E4.1 Inspection planning will include, but is not limited to, the following tasks:
 - (a) Provide inspection planning services and develop inspection deployment plan
 - (b) Attend one (1) planning and site review meeting in Winnipeg. Assume one full day of a minimum 8 hours to investigate Sites, and attend planning meeting with the City of Winnipeg, Support Contractor and Contract Administrator in attendance. A minimum of one (1) representative of the inspection firm with authority to represent the company in planning discussions shall attend.
 - (c) Review record drawings and construction drawings for sites as provided in the Appendix A
 - (d) Review proposed pipeline modification plans as provided in Appendix B and Appendix D. Identify to the Contract Administrator any concerns with proposed pipeline access modifications that could impact inspection tool deployment.
 - (e) Prepare and submit an inspection plan for each site to the Contract Administrator a minimum of ten (10) Business Days prior to schedule commencement of inspection activities
- E4.2 Measurement and Payment
 - (a) Inspection Planning will be measured on a lump sum basis. Inspection Planning shall include attending one (1) site investigation and planning session in Winnipeg, review of all provided Records, drawings and specifications, preparation of detailed inspection plan, preparation of project safety plan, review of Support Contractor plans and procedures, and shall be payment in full for works identifies in this Specification

E5. LEAK DETECTION AND CCTV INSPECTIONS

- E5.1 Description
 - (a) This specification describes the minimum technical requirements for provision of inspection services, reporting, and analysis for pipelines included in this Tender.
- E5.2 Scope of Work
 - (a) Proposed inspection work in this contract includes six (6) inspection sites described as follows:
 - (i) Site 6 – Dakota Feeder Main (600 mm dia. PCCP)
 - (ii) Site 7 – Rouge Road Feeder Main (600 mm dia. PCCP)

- (iii) Site 8 – West End Feeder Main – Omand’s Creek (900 mm dia. PCCP)
- (iv) Site 9 – West End Feeder Main – Truro Creek (900 mm dia. PCCP)
- (v) Site 10 – Haney-Moray Feeder Main (450 mm dia. CPP)
- (vi) Site 11 – Murray Ave Feeder Main (600 mm dia. PCCP)

E5.3 Inspection Requirements

- E5.3.1 Leak detection inspections will be performed on feeder main pipes while still in service. Leak detection inspections will include, but are not limited to, the following:
- (a) Supply of all inspection and data collection equipment, tools,, tripods, hoists, personnel, and support equipment for tool insertion, inspection, tracking, extraction, and collection of data; and
 - (b) Review and analysis of inspection data.
- E5.3.2 Leak detection inspections must quantify the number of leaks in each individual pipe length, as well as locate them spatially in the pipe – i.e. horizontal distance and circumferential position (if position can be determined).
- E5.3.3 Horizontal distance will be referenced to the insertion location in metres; circumferential position will be based on the clock reference with 12 o’clock at the top of pipe.
- E5.3.4 Leak detection and CCTV inspection equipment is to consist of the following:
- (a) Platform capable of detecting leaks in pressurized feeder main pipes that range from 400 mm to 900 mm in diameter. Typical operating pressure is approximately 400 KPa (60 psi).
 - (b) Capable of insertion into live pipeline through a nominal 50 mm (2”) port.
 - (c) Capable of tracking from ground to locate leaks within 500 mm.
 - (d) Capable of estimating magnitude of leaks.
 - (e) Live and recordable CCTV stream.
 - (f) Minimum 648 x 480 camera resolution.
 - (g) Remotely dimmable LED lighting system.
- E5.3.5 Acceptable Technologies
- (a) Sahara by Pure Technologies Ltd.
 - (b) LDS 1000 by Game Trenchless Consultants.
 - (c) Or Approved Equal in accordance to B7.
- E5.3.6 Estimated survey limits including bends and estimated flow velocity are provided in Table 1.

Table 1: Acoustic Survey Limits

Site	Pipeline Name	Run	Pipeline Diameter	Proposed Insertion Point, See Record Drawings	Proposed End Point, See Record Drawings	Total Cumulative Degree of Bends	Minimum Survey Distance		Minimum Estimated Velocity Required	Modeled Velocity	Notes
			mm				m	km			
6	Dakota FM Crossing Seine River and Navin Drain	1	609.6	STA 85+38.80 - Meter Pit - Upstream Valve Chamber	STA 55+42.50 - Left Bend	159	913.27	0.91	1.19	1.21	Requires use of blow off at Red River to induce flow (By Others). Nighttime demand
		2 (Provisional)		Sta 61+65.1 Air Valve	STA 55+42.50 - Left Bend	0	189.77	0.19	0.3	0.35	Daytime flow. If Required
7	Rouge Road FM Crossing Sturgeon Creek	1	609.6	STA 119+63.70 - Upstream Valve Chamber	STA 126+57.86 - Right Bend	112	211.58	0.21	0.43	0.43	Daytime Demand
8	West End FM Crossing Omand's Creek	1	900	STA 70+82.12 - NEW Air Release Valve	STA 69+55.88 - Left Bend	150	126.24	0.13	0.4	0.4	Daytime Demand
9	West End FM Crossing Truro Creek	1	900	STA 29+21.22 - Air Release Valve	STA 26+99.56 - Vertical Deflection	0	221.66	0.22	0.34	0.37	Daytime Demand
10	Haney Moray FM Crossing Assiniboine River	1	450	STA 62+58' (-0+96.31m) - Valve Chamber Insertion	STA 2+92.12 - 40 Degree Bend	27	388.43	0.39	0.37	0.38	Nighttime Demand
11	Murray Ave Feeder Main at McPhillips	1	600	Sta 122+50.9 - Valve Chamber	STA 91+64 (approx)	0	940	0.94	0.8	0.8	Daytime Demand. Limit is location of potential leak
						TOTAL	4600.99	4.6			

E5.3.7 Record Drawings of the locations are provided in Appendix A.

E5.4 Inspection Services

(a) Field Inspection Services

- (i) An Inspection Support contract (Tender 507-2021) has been issued to provide support services to facilitate inspections under this contract. This includes:
 - ◆ Pipeline Modification for Inspection Access as outlined in E7.
 - ◆ Development of River Crossing site access as outlined in E8.
 - ◆ Provision of Confined Entry Support as outlined in E10.
 - ◆ Inspection Support Services as outlined in E11.
 - ◆ Provision of Traffic Control as outlined in E15.
- (ii) The Inspection Contractor shall provide all tools, personnel and equipment required to complete inspection activities including but not limited to;
 - ◆ Provision of leak detection inspection platform(s).
 - ◆ Provision of means of propulsion of inspection equipment using live flow in the feeder main to be inspected, including drogues, winches, tow pigs, cables and/or other equipment required to deploy inspection equipment and obtain inspection data. Winch lines shall not cause damage to pipelines or pipeline coatings.
 - ◆ Deploy and retrieve inspection tools, download and obtain inspection data. Provide all labour, tools and equipment to launch and retrieve inspection tools. Support Contractor will provide lifting equipment to aide Inspection Contractor in deploying tools.
 - ◆ Complete preliminary review of data to ensure data integrity is acceptable for further analysis. Data review shall be completed within 12 hours of completion of field data collection. Advise Contract Administrator immediately of data integrity concerns.
 - ◆ In the event that an inspection re-run is required due to data integrity, equipment failure or technical errors, cost of re-running inspection shall be borne by Inspection Contractor.
- (iii) The Contractor shall perform all work in such a manner to minimize the chance that equipment used for modifications, cleaning, and inspection will become stuck in the pipe. Should equipment become stuck that cannot be retrieved by the Contractor, the City will handle the retrieval efforts by any means necessary to restore proper functionality of the pipe. The City will not pay for any resulting tool damage or loss during the equipment retrieval efforts, or claims for loss of use or lost revenue as a result of equipment being lodged in pipe.
- (iv) The Contractor shall make every effort to achieve the distances stated in Table 1, provided that modelled velocities as stated, are provided.

(b) Reporting and Analysis

- (i) Reporting of inspection shall, at a minimum, include:
 - (i) Overview of inspection including procedures utilized, dates, times and other general notes, inspection concerns or noteworthy items, length of inspected pipe, and field measured pipe data.
 - (ii) Location and severity of identified leaks.
 - (iii) Analysis of inspected length as recorded by odometer devices vs measured survey distance. Report corrected axial location and measured axial location.
 - (iv) Analysis of location of leaks and visual defects circumferentially around the pipe.
 - (v) Report findings in tabular and graphical form.
- (ii) Provide CCTV inspection video for each pipeline.

- (iii) Draft data report shall be submitted to the Contract Administrator for review within sixty (60) Calendar Days of completion of inspection.
- (iv) Contract Administrator and City will review and provide comments on Draft Report within thirty (30) Calendar Days of submittal.
- (v) Final data report shall be submitted within thirty (30) Calendar Days of receipt of comments from the Contract Administrator.

E5.5 Measurement and Payment

- (a) Measurement and Payment shall be made as follows:
 - (i) Field Inspection Services
 - ◆ Leak detection inspections performed on feeder mains that are in service will be measured on a site basis and paid for at the Contract Unit Price for “Leak Detection Inspections – Feeder Mains – 450mm – 900 mm”. Units to be paid for will be the total number of inspections performed, measured, and accepted by the Contract Administrator.
 - (ii) Analysis and Reporting
 - ◆ Analysis and Reporting will be measured on a lump sum basis per site as identified on Form B: Prices. The payment will be made as 75% upon submittal of a draft report and 25% upon submittal and acceptance of the final report incorporating comments provided by the Contract Administrator.

E6. STANDBY TIME

- E6.1 Where site conditions are deemed favourable for work and the Contractor has mobilized to the site and is ready to perform the inspections, payment of Standby Time may be made where pipe access has not been made available to the contractor by the City or their representative(s), causing delays in the work.
- E6.2 Site standby rates will be measured on a daily basis as identified on Form B: Prices for each full day of delay in inspection that, in the opinion of the Contract Administrator, is outside of the control of the Contractor. Partial days and weather related delays will not be considered for payment. Payment for standby rates will include all costs associated with delays as defined herein.
- E6.3 Time where the inspection Contractor is not prepared to execute the work, including but not limited to malfunction of equipment, availability of personnel or non-performance of provided inspection plan, completely within the control of the Inspection Contractor will not be considered Standby Time.

E7. PIPELINE MODIFICATIONS FOR INSPECTION ACCESS

- E7.1 Description
 - (a) This Specification describes modification of valve chambers and feeder mains as required for cleaning and inspection of the river crossing pipelines.
 - (b) These modifications and services will be provided by the Support Contractor under Tender 507-2021, and are included for information only.
- E7.2 Description of Work
 - E7.2.1 System Modifications
 - (a) Drawings in Appendix B are provided for information purposes to the Inspection Contractor for planning inspection activities.
 - (b) Site 6 – Dakota Feeder Main
 - (i) Expose roof slab of existing upstream valve chamber providing access to existing core hole to facilitate inspection by Inspection Contractor. Remove and replace cover plate.

- (ii) Restore chamber and site upon completion of work.
- (c) Site 7 – Rouge Road Feeder Main
 - (i) Expose roof slab of existing upstream valve chamber located at Vimy Road and Hamilton Avenue.
 - (ii) Core 300 mm diameter hole in roof slab above existing 50 mm air release port to facilitate inspection by Inspection Contractor.
 - (iii) Install cored hole closure plate as shown on drawings.
 - (iv) Restore chamber and site upon completion of work.
- (d) Site 8 – West End Feeder Main at Omand's Creek
 - (i) Install new manhole and new 50 mm tapping sleeve on existing pipe.
 - (ii) Complete permanent piping modifications as shown on the Drawings.
 - (iii) Restore site upon completion of work.
- (e) Site 9 – West End Feeder Main at Truro Creek
 - (i) Remove existing 750 mm diameter manhole as shown on the Drawings.
 - (ii) Install new manhole and new 50 mm tapping sleeve on existing pipe.
 - (iii) Complete permanent piping modifications as shown on the Drawings.
 - (iv) Restore site upon completion of work.
- (f) Site 10 – Haney – Moray Feeder Main
 - (i) Expose roof slab of existing upstream valve chamber providing access to existing core hole to facilitate inspection by Inspection Contractor.
 - (ii) Restore chamber and site upon completion of work.
- (g) Site 11 – Murray Avenue Feeder Main
 - (i) Expose roof slab of existing air release chamber.
 - (ii) Core 300 mm diameter hole in roof slab above existing 50 mm air release port to facilitate inspection by Inspection Contractor.
 - (iii) Install cored hole closure plate as shown on drawings.
 - (iv) Restore chamber and site upon completion of work.

E8. RIVER CROSSING SITE ACCESS

E8.1 Description

- (a) Site Access will be developed by the Support Contractor under Tender 507-2021. The Inspection Contractor shall coordinate use of Site Access. The following is provided for information only.

E8.2 Site Access Provisions and Constraints

- (a) Site 6 – Dakota Feeder Main
 - (i) Access to pipeline is via existing valve chamber
 - (ii) Access to northeast chamber is off Beaverhill Boulevard along the MB Hydro Right-of-Way.
 - (iii) Access to west chamber is from the westbound shoulder of Bishop Grandin Boulevard.
 - (iv) Support Contractor shall develop site access and work areas as required to complete the work. The Support Contractor shall limit activity to a single access point and the space required to complete the chamber modifications and pipeline investigation.
 - (v) The Support Contractor shall be responsible for providing and maintaining all necessary traffic control to complete the work.
- (b) Site 7 – Rouge Road Feeder Main
 - (i) Access to pipeline is via existing valve chamber.

- (ii) Access to the west chamber is from the eastbound curb lane of Hamilton Avenue.
 - (iii) Support Contractor shall develop site access and work areas as required to complete the work. The Support Contractor shall limit activity to a single access point and the space required to complete the chamber modifications and pipeline investigation.
 - (iv) The Support Contractor shall be responsible for providing and maintaining all necessary traffic control to complete the work.
- (c) Site 8 – West End Feeder Main at Omand's Creek
 - (i) Access to pipeline is via new air release chamber to be installed under Tender 507-2021.
 - (ii) Access to the pipeline from the westbound curb lane of Saskatchewan Avenue, east of Omand's Creek.
 - (iii) Contractor shall be responsible for providing and maintaining all necessary traffic control in accordance with the City of Winnipeg Manual of Temporary Traffic Control.
 - (iv) Single lane eastbound traffic must be maintained.
- (d) Site 9 – West End Feeder Main at Truro Creek
 - (i) Access to pipeline is via new air release chamber to be installed under Tender 507-2021.
 - (ii) Access to the air release manhole is via Silver Avenue and adjacent multi-use path.
 - (iii) Construction trailers and all vehicles not required to complete work shall be parked on adjacent residential streets.
 - (iv) Maintain access to all private approaches.
 - (v) The Support Contractor shall be responsible for providing and maintaining all necessary traffic control to complete the work.
- (e) Site 10 – Haney – Moray Feeder Main
 - (i) Access to pipeline is via existing valve chamber.
 - (ii) Access to upstream chamber via multi-use path adjacent to northbound William R. Clement Parkway.
 - (iii) The Support Contractor shall develop site access and work areas as required to complete the work. The Support Contractor shall limit activity to a single access point and the space required to complete the chamber modifications and pipeline investigation.
 - (iv) Maintain access to all private approaches.
 - (v) The Support Contractor shall be responsible for providing and maintaining all necessary traffic control to complete the work.
- (f) Site 11 – Murray Avenue Feeder Main
 - (i) Access to chambers from westbound Murray Avenue.
 - (ii) Maintain access to all private approaches.
 - (iii) The Support Contractor shall be responsible for providing and maintaining all necessary traffic control to complete the work.
- (g) The Inspection Contractor shall exercise caution to prevent damage to existing pavements, curbs, sidewalks, grassed areas, and trees. Surface restoration outside of the designated construction areas shall be the responsibility of the Inspection Contractor.
- (h) Where site access utilizes grassed right-of-ways, limit access for trucks and equipment to a single pathway directly from street to work area as developed and maintained by the Support Contractor. Protect grassed areas with planking or other measures to minimize rutting and damage.
- (i) Laydown and storage areas shall be staged away from areas prone to damage.
- (j) The Inspection Contractor shall maintain access to all Businesses during Business hours, except where written authorization has been provided by the Business.

- (k) The Inspection Contractor shall not park company or private vehicles inside a barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.
- (l) The Support Contractor is responsible for maintaining safe vehicular and pedestrian traffic through their work site. The Support Contractor shall rectify any unsafe conditions immediately upon notification. This could include but is not limited to providing flag persons, clearing debris and snow from sites, moving equipment, and erecting additional signage.

E9. PIPE ACCESS

- E9.1 The Contract Administrator will coordinate pipe access for inspection purposes. The City or their representative(s) will provide the following:
- (a) Access to the pipe via valve chambers, lift stations, manholes, or excavation trenches;
 - (b) All valve operations;
 - (c) Opening of all manholes, hatches, or buildings;
 - (d) Removal of blind flanges or other fittings; and
 - (e) Initial dewatering of chambers and pipes to allow for tool insertion.
- E9.2 Access to the inside of the pipe for tool insertion will be done by the Contractor.
- E9.3 Access into pipelines will be provided through;
- (a) Minimum 300 mm cored hole in chamber roof directly over access point
 - (b) Open manholes directly over access point
- E9.4 Support Contractor shall provide Confined Entry support and Safety during site inspections.
- E9.5 Separate payment for access to the inside of the pipe will not be made and will be included in the price for inspections.

E10. CONFINED ENTRY SUPPORT

- E10.1 Description
- (a) This specification covers provision of confined entry and access support for specialized inspection contractors and inspection personnel.
 - (b) Confined Entry Support will be provided by the Support Contractor under Tender 507-2021. Support Contractor is Prime Contractor with respect to Manitoba Workplace Safety and Health Act. Inspection Contractor shall abide by Manitoba Workplace Health and Safety Act, regulations and safety requirements of the Prime Contractor. Prime Contractor will provide Site Specific Safety Plans to the Inspection Contractor
 - (c) Notwithstanding E10.1(b), Inspection Contractor is required to prepare their own Site Specific Safety Plan in accordance with Manitoba Acts and Regulations
 - (d) The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ("the Act"), and the Regulations and Guidelines there-under pertaining to Confined Space Entry Work and in particular the requirements for conducting hazard/risk assessments and providing personal protective equipment (PPE).
- E10.2 Scope of Services
- (a) Inspection Contractors, consultants and City personnel may require dedicated confined entry support services during pipeline inspection of pipeline river crossings. Confined Entry Support will be provided by the Support Contractor. The following sites will require confined entry access on one or both sides of the river crossing for installation and/or retrieval of in-line inspection tools. For purpose of provision of services, allow for 2 entrants per side and additional support as required for standby and rescue.

- (i) Site 6 – Dakota Feeder Main
- (ii) Site 7 – Rouge Road Feeder Main
- (iii) Site 8 – West End Feeder Main at Omand's Creek
- (iv) Site 9 – West End Feeder Main at Truro Creek
- (v) Site 10 – Haney – Moray Feeder Main
- (vi) Site 11 – Murray Avenue Feeder Main

E10.3 Equipment

- (a) Support Contractor will provide safety retrieval winch and tripod
 - (i) Support Contractor will provide sufficient retrieval winches to support inspection crews on each side of the crossing. A maximum of two entrants is assumed per side.
 - (ii) Support Contractor will provide two body harnesses per entry location, plus additional harnesses for backup and rescue. Inspection Contractor is encouraged to provide own body harnesses.
- (b) Air Quality Monitors
 - (i) Support Contractor will provide a minimum of two multi-gas air quality monitors for each crossing access location. Each monitor shall provide continuous exposure monitoring for oxygen, carbon monoxide, hydrogen sulphide and combustible gases.

E10.4 Methods

- (a) Be fully responsible for confined entry access on site, in accordance to Manitoba Workplace Health and Safety Regulation 217/2006 and subsequent amendments.
- (b) Support services will be required to support one pipeline crossing (one inspection crew) at a time. Each crossing will require support on each side of the river.
- (c) Support Contractor Safety Personnel will be dedicated to confined entry access when inspection personnel are in confirmed areas.
- (d) Support Contractor will maintain confined entry permit logs.

E11. INSPECTION SUPPORT SERVICES

E11.1 Support Services Requirements

E11.1.1 General

- (a) Support services will be provided by Support Contractor as described below.
- (b) Coordinate work hours with pipeline Support Contractor. Contractor and pipeline Inspection Contractor shall agree on time for commencement of work by the pipeline Support Contractor. The Contractor will be permitted reasonable time for preparation of activities prior to arrival of pipeline inspection contractor. Excessive site support time in advance of agreed site hours will not be measured for payment.
- (c) Pipeline inspections typically will require one day of onsite support per pipeline. It is intended that onsite support services will run on consecutive days. More than one site may be commenced on any day. No more than one inspection will occur at a time.
- (d) The pipeline Inspection Contractor may require time to configure their tooling prior to pipeline inspections. Scheduling of the inspections will be made after award of the contract.
- (e) Support Contractor will provide support labour to assist the pipeline Inspection Contractor's crews with handling of equipment, setup, and access.
- (f) Support Contractor will provide minimum of two support persons, including small hand and power tools to assist the pipeline inspection contractor's crew, including:
 - (i) Portable hammer drills for setting anchor bolts in concrete (minimum 12 mm drive chuck)

- (ii) Shovels
 - (iii) Hand tools
 - (iv) Light duty transportation truck(s)
 - (v) Portable ladders (two per crossing)
 - (vi) Gas powered air compressor with 5 gallon tank (minimum) and capable of supplying 8 cfm at 90 psi.
 - (vii) Disinfection solution and equipment for the purposes of spray and swap disinfection of pipeline inspection contractor's equipment, including but not limited to: inspection tools, launch equipment, winch lines, and any other equipment entering the pipeline.
- (g) Support Contractor personnel will assist the pipeline Inspection Contractor's crews with access, removal of gratings, covers, installation of concrete anchors, where required, installation of flow diversion equipment, and any other general assistance to crews for completion of inspections.
- (h) The Support Contractor will provide a heated space at each site for storage and setup of the inspection tools when atmospheric temperatures are below 5°C. The space shall be a minimum of 5 x 2.5 m.
- (i) The Support Contractor is fully responsible for confined entry access on site, in accordance with Manitoba Workplace Safety and Health Regulation 217/2006 and subsequent amendments. The Support Contractor shall provide confined entry support for the pipeline Inspection Contractor's crews, and AECOM personnel as needed, in accordance with E10, where required to facilitate pipeline inspections.

E11.1.2 Lighting

- (a) Where required for night work, Support Contractor will provide adequate lighting.
- (b) For internal bridge girder inspections, Support Contractor shall provide adequate task lighting.

E11.1.3 Shop Space

- (a) The Support Contractor shall provide wash facilities and a heated shop space for the pipeline Inspection Contractor for configuration and storage of inspection tools.
 - (i) A wash bay for cleaning the inspection tool for transport complete with a pressure washer capable of supplying 7 LPM at 10,300 kPa.
- (b) The Support Contractor shall provide a workshop to facilitate maintenance and conversion of inspection tools by the pipeline inspection contractor. The workshop shall meet the following minimum requirements:
 - (i) Floor space - 80 m².
 - (ii) Overhead door adequate for unloading of inspection tools and equipment with forklift or wheel loader. Minimum dimensions - 3.66 m x 3.66 m.
 - (iii) The shop must be heated.
 - (iv) Lifting hoist or forklift availability.
 - (v) Electric air compressor with 20 gallon tank (minimum) and capable of supplying 5 cfm at 90 psi.
 - (vi) Power – two (2) 15 amp, 120 volt AC power circuits.
 - (vii) Work tables complete with vice.
- (c) The shop will be accessible to the pipeline Inspection Contractor after hours and during weekends.

E12. EQUIPMENT DISINFECTION

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

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

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

E13. INCOMPLETE INSPECTIONS

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

E13.2 Segments of inspections where the requirements of the specification have not been satisfied, or where data is lost or is incomplete, will not be paid for.

E14. EQUIPMENT STORAGE

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

E15. TRAFFIC CONTROL

E15.1 Further to section 3.7 of CW 1130 of the General Requirements, the Support Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times. Refer to <http://www.winnipeg.ca/publicworks/Transportation/manual-2008-03-27.pdf> for further details.

E15.2 Work shall not be carried out on Regional Streets between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday unless approved by the Contract Administrator. Regional streets are listed in the "Manual for Temporary Traffic Control".

E15.3 Should the City of Winnipeg require that Work on Regional Streets be carried out at night, on Sundays or on public holidays, the Contractor shall comply without additional compensation being considered to meet these requirements.

E15.4 Further to section 3.8 of CW 1130 of the General Requirements, parking restriction signing on Regional Streets will be done by The City of Winnipeg, Traffic Services Branch.

E15.5 The Contractor will be responsible for parking restriction signing required to perform the Work on non-regional and local residential streets. "No Parking" signs will be provided for Contractor's use.

E15.6 Erect signs no sooner than 24 hours before the Work commences at a particular location.

E15.7 Record the license plate numbers of vehicles already parked within the limits where the parking restriction signs are placed and fax the information to Winnipeg Police Services, Traffic Branch at 986-6998.

E15.8 Promptly remove parking restriction signs once the Work at that location is completed. Signs shall not be left in place over a weekend if no Work will be done at that location.

E15.9 Return signs immediately upon completion of the Work.

E15.10 Further to section 3.6 of CW 1130 of the General Requirements, maintain safe pedestrian crossing at intersections at all times. Only one pedestrian crossing at an intersection is to be blocked at any one time. If more than one pedestrian crossing is blocked at an intersection at the same time, the Contractor shall provide flag persons to safely escort pedestrians across the intersection.

E15.11 Do not park company or private vehicles inside the signed work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.

E16. COMPLETION OF WORK

E16.1 The Contractor Administrator will provide the Contractor with as much advance notification as possible prior to all inspections.

E16.2 Within two (2) Business Days of an inspection request, the Contractor will contact the Contract Administrator and initiate discussions of the proposed request.

E16.3 The Contractor will immediately commence work upon receiving approval from the Contract Administrator.

E16.4 Once mobilized, the Contractor shall commence work without delay or interruption until the inspections have been completed or where the City advises the Contractor to cease work.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole; and
 - (ii) in areas and at times normally open to the public.
 - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or .
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.