



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 265-2022**

**SUPPLY OF LARGE DIAMETER BUTTERFLY VALVE AND INSPECTION OF VALVE  
INSTALLATION**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY OF LARGE DIAMETER BUTTERFLY VALVE AND INSPECTION OF VALVE INSTALLATION

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 14, 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. ENQUIRIES**

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

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

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

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

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

B3.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

### **B5. ADDENDA**

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the 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.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
  - (b) Form B: Prices.
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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 own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 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 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 own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

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

B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) which shall be extra where applicable. Prices shall include PST/MRST.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.6 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

## **B10. DISCLOSURE**

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) Power and Mine Supply – estimated product delivery schedule

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 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.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

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

that could or would be seen to:

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

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

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

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

## **B12. QUALIFICATION**

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder



does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

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

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B12.4 Further to B12.3(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/>.)

B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bids will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

#### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the contract security 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.

#### **B15. WITHDRAWAL OF BIDS**

B15.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

#### **B16. EVALUATION OF BIDS**

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price; and
- (d) economic analysis of any approved alternative pursuant to B6.

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he/she is qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B16.5 This Contract will be awarded as a whole.

## **B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16.
- B17.3.1 If no contract is awarded, then the City of Winnipeg will pay the requested Bidder up to a maximum of one thousand dollars (\$1,000.00) for each of the requested submissions noted in E4.8, for the preparation and delivery of Shop Drawings. Delivery of the Shop Drawings to the City and payment of the above amounts will constitute full and final consideration of each party to the other, and neither party will have any further liability to the other with respect to this Bid Opportunity
- B17.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B17.5 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 the Combined Provision of Goods and Services (2020-01-31)* are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Combined Provision of Goods and Services*, these Supplemental Conditions are applicable to the Work of the Contract.

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and delivery of one (1) 1676 mm diameter butterfly valve and manual actuator conforming to latest version AWWA C504 and this specification, including on site testing and inspection of installation.

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

- (a) supply and delivery of one (1) 1676 mm diameter butterfly valve and manual actuator conforming to latest version AWWA C504 and this specification. Installation of the valve is not included;
- (b) post delivery testing and inspection;
- (c) site installation support and inspection of valve installation (installation by others); and
- (d) supply of shop drawings, operation and maintenance manuals, and training.

#### D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "**AWWA**" means American Water Works Association;
- (b) "**ANSI**" means American National Standards Institute;
- (c) "**ASME**" means American Society of Mechanical Engineers;
- (d) "**ASTM**" means American Society for Testing and Materials;
- (e) "**CSA**" means Canadian Standards Association;
- (f) "**f.o.b.**" means Free On Board;
- (g) "**Installation Contractor**" or "**Installer**" means the General Contractor retained by the City, under a separate contract, to install the valves and related equipment supplied under this contract; and
- (h) "**NSF**" means National Sanitation Foundation.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is AECOM Canada Ltd., represented by:

Mike Gaudreau, P.Eng.  
Contract Administrator

Telephone No. 204-928-8384

Email Address. Mike.gaudreau@aecom.com

D4.2 Before commencement of Work, Mr. Gaudreau will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### D5. NOTICES

D5.1 Notwithstanding 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.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D5.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D5.3 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.

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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.

### **D7. SAFE WORK PLAN**

D7.1 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.

D7.2 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>

D7.3 Notwithstanding B12.4 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.

### **D8. INSURANCE**

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work.
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D9. CONTRACT SECURITY**

D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.2 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 D9.2(b).

D9.2.1 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.

D9.2.2 Digital bonds passing the verification process will be treated as original and authentic.

D9.2.3 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D9.3 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

## **D10. DETAILED WORK SCHEDULE**

D10.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any

Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D10.2 All dates and time periods in the detailed work schedule shall be consistent except that:
- (a) the Contractor may adjust fixed dates proposed on Form L: Detailed Work Schedule, by not more than the difference between the aforementioned assumed and actual dates;

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D11.2 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 D6;
    - (ii) evidence of the workers compensation coverage specified in C6.18;
    - (iii) evidence of the safe work plan specified in D7;
    - (iv) evidence of the insurance specified in D8;
    - (v) the contract security specified in D9;
    - (vi) the detailed work schedule specified in D10, and
    - (vii) the direct deposit application form specified in D22.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D11.3 The City intends to award this Contract by May 16, 2022.
- (a) If the actual date of award is later than the intended date, the dates specified for Critical Stages will be adjusted by the difference between the aforementioned intended and actual dates

### **D12. DELIVERY**

- D12.1 Goods shall be delivered by February 3, 2023, f.o.b. destination, freight prepaid to:
- Winnipeg Water Treatment Plant  
Delivery address:  
Deacon Water Treatment Plant  
Lot #57082 PR RD #207  
Dugald, MB R0E 0K0  
Canada
- D12.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least five (5) Business Days before delivery.
- D12.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D12.4 The Contractor shall off-load goods as directed at the delivery location.

### **D13. CRITICAL STAGES**

- D13.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:



- (a) Delivery by Date specified in D12.1.
- (b) Delivery Inspection and testing within five (5) Business Days of Date specified in D12.1.

#### **D14. TOTAL PERFORMANCE**

- D14.1 The Contractor shall achieve Total Performance by May 19, 2023.
- D14.2 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.
- D14.3 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.

#### **D15. LIQUIDATED DAMAGES**

- D15.1 If the Contractor fails to achieve Critical Stages 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) Delivery by Date specified in D12.1 - one thousand dollars (\$1,000.00);
  - (b) Delivery inspection and testing within five (5) Business Days of Date specified in D12.1 - five hundred dollars (\$500.00);
- D15.2 The amounts specified for liquidated damages in D15.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages by the days fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D16. COVID-19 SCHEDULE DELAYS**

- D16.1 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.
- D16.2 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.
- D16.3 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.
- D16.4 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 D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Work schedule, including the durations identified in D12.1 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D16.6 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**

### **D17. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) - QUALIFICATIONS**

D17.1 Further to B12.3, 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 B12.3.

### **D18. SAFETY**

D18.1 The Contractor shall be solely responsible for safety of their own forces at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D18.2 The Contractor shall note that the Site will be under control of an Installation Contractor who will be the Prime Contractor with respect to the Workplace Health and Safety Act. The Contractor shall abide by the Installation Contractor's Safe Work Plan, which will be provided prior to work on site.

D18.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work.

### **D19. INSPECTION**

D19.1 Further to C11, before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D19.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

### **D20. DEFICIENCIES**

D20.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

## MEASUREMENT AND PAYMENT

### D21. INVOICES

D21.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed to:

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

Facsimile No.: 204 949-0864

Send Invoices to [CityWpgAP-INVOICES@winnipeg.ca](mailto:CityWpgAP-INVOICES@winnipeg.ca)

Send Invoice Inquiries to [CityWpgAP-INQUIRIES@winnipeg.ca](mailto:CityWpgAP-INQUIRIES@winnipeg.ca)

D21.2 Invoices must clearly indicate, as a minimum:

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

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

### D22. PAYMENT

D22.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

## WARRANTY

### D23. WARRANTY

D23.1 Warranty is as stated in C13.

## DISPUTE RESOLUTION

### D24. DISPUTE RESOLUTION

D24.1 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D24.2 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D24.3 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
  - (i) The Contract Administrator;
  - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
  - (iii) Department Head.

D24.3.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D24.3.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D24.3.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D24.3.1 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 D24.3.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

### THIRD PARTY AGREEMENTS

#### D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D25.1 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.

D25.2 Further to D25.1, in the event that the obligations in D25 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.

D25.3 For the purposes of D25:

- (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.

D25.4 Modified Insurance Requirements

D25.4.1 Where applicable, 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.

- D25.4.2 If applicable 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.
- D25.4.3 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.
- D25.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D25.5 Indemnification By Contractor
- D25.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for the Combined Provision of Goods and Services, 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.
- D25.5.2 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.
- D25.6 Records Retention and Audits
- D25.6.1 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.
- D25.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for the Combined Provision of Goods and Services, 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 D25.6.1 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.

D25.7 Other Obligations

- D25.7.1 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.
- D25.7.2 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.
- D25.7.3 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.
- D25.7.4 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.
- D25.7.5 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.
- D25.7.6 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 D9)

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. 265-2022

SUPPLY OF LARGE DIAMETER BUTTERFLY VALVE AND INSPECTION OF VALVE INSTALLATION

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 D9)

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 hereinbelow 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. 265-2022

SUPPLY OF LARGE DIAMETER BUTTERFLY VALVE AND INSPECTION OF VALVE INSTALLATION

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)

**FORM H3: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)  
(See D9)**

\_\_\_\_\_  
(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 265-2022

SUPPLY OF LARGE DIAMETER BUTTERFLY VALVE AND INSPECTION OF VALVE  
INSTALLATION

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

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

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

**FORM L: DETAILED WORK SCHEDULE**  
(See D10)

**SUPPLY OF LARGE DIAMETER BUTTERFLY VALVE AND INSPECTION OF VALVE INSTALLATION**

For each item of Work, indicate the proposed date that each cumulative percentage to be completed will be achieved.		
Items of Work	Percentage of Work Completed	
	Start	100%
1. Submittal of Shop Drawings (E4)		
2. Factory Tests (E5.5.1)		
3. Delivery of Valve and Actuator (E5) (no later than date specified in D11.3)		
4. Post Delivery Testing and Inspection (E5.5)		
5. Site Installation Support and Inspection of Valve Installation (E7) (Estimated, to be Determined)	April 3, 2023	
6. Training (E9) (Estimated, to be Determined)	April 14, 2023	
7. Operation and Maintenance Manuals (E8)		

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following is applicable to the Work is included in Appendix A. This is a preliminary drawing and is provided for general reference only:

<u>Appendix No.</u>	<u>Appendix Name</u>
A	Figure 1.0 - Deacon Booster Pumping Station Header Splitting – Sections and Details

- 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 B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

#### **E2. GOODS**

- E2.1 The Contractor shall supply and deliver the following equipment in accordance with the requirements hereinafter specified.
- (a) One (1) 1676 millimetre Diameter AWWA C504 Butterfly Valve in accordance with E5.
  - (b) One (1) Manual Valve Actuator in accordance with E6.

#### **E3. SERVICES**

- E3.1 The Contractor shall provide services for shop drawings, post delivery testing and inspection, site installation support and inspection of valve installation, operation and maintenance manuals, and training in accordance with the requirements hereinafter specified.
- (a) Item No. 1 - Site Installation Support and Inspection of Valve Installation shall be in accordance with E7.
  - (b) Item No. 2 - Operation and Maintenance Manuals shall be in accordance with E8.
  - (c) Item No. 3 - Training shall be in accordance with E9.

#### **E4. SHOP DRAWINGS**

- E4.1 Description
- (a) This Specification shall revise, amend, and supplement the requirements of CW 1110 of the City of Winnipeg's Standard Construction Specifications.
- E4.2 Submit all Shop Drawings in accordance with CW 1110 except as modified herein.
- E4.3 The Contractor shall submit specified Shop Drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all submissions for Engineering review.
- E4.4 Submit Shop Drawing submissions within fifteen (15) Business days of a request as indicated in E4.8.1 or receipt of Notice of Award in accordance with B17, whichever is earlier.
- E4.5 Allow for a five (5) Business day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.
- E4.6 Shop Drawings not meeting the requirements of CW 1110 or the requirements specified herein will be returned to the Contractor without review for resubmission.

- E4.7 Review of Shop Drawings by the Contract Administrator will be limited to two (2) reviews per Shop Drawing. This shall include a review of the initial submission and a review of the revised submission. Costs associated with subsequent reviews will be billed to the Contractor.
- E4.8 Expedited Shop Drawings
- E4.8.1 Further to CW 1110, in order to expedite Shop Drawings with critical timelines, the lowest responsive Bidder, as outlined in B16, will be required, after receiving a written request from the Contract Administrator, to arrange for the preparation of Shop Drawings for the following items with critical timelines:
- (a) Butterfly Valve and Actuator
- E4.8.2 Schedule to submit Shop Drawings listed in E4.8.1 within fifteen (15) Business Days of a request as indicated in E4.4 or receipt of Notice of Award in accordance with B17.
- E4.9 Measurement and Payment
- (a) If Award is made to the lowest responsive Bidder, then the provision of Shop Drawings will be considered incidental to the Work and no separate payment will be made. If no contract is awarded payment for Shop Drawings prepared will be paid in accordance with B17.6.2.

## **E5. BUTTERFLY VALVES**

### **E5.1 Description**

- (a) This Specification shall cover the design and manufacture of butterfly valves to be supplied under this Contract. This Specification is supplementary to and shall be read together with the latest revision of AWWA Standard C504, "Rubber Seated Butterfly Valves".
- (b) All butterfly valves to be supplied under this Contract shall be designed and manufactured by a company having at least five (5) years prior experience in manufacturing these types of products in the sizes and to the pressure ratings as those specified herein.

### **E5.2 Design Requirements**

#### **(a) General**

- (i) Design, materials and construction of all valves shall conform to the latest version of AWWA Standard C504.
- (ii) Further to AWWA C504, products and coatings in contact with potable water shall be certified as suitable for contact with drinking water by an accredited certification organization in accordance with ANSI/NSF 61 "Drinking Water System Components – Health Effects"
- (iii) Design torques shall be calculated using procedures outlined in AWWA Manual of Water Supply Practices – Butterfly Valves: Torque, Headloss and Cavitation Analysis – M49.

#### **(b) Design Parameters**

- |                                       |                              |
|---------------------------------------|------------------------------|
| (i) Service                           | Potable Drinking Water       |
| (ii) Chemical Resistance              | 1 % Hypochlorite             |
| (iii) Installation                    | Non-Submerged Service        |
| (iv) Flow Direction                   | Bi-directional               |
| (v) Service                           | On-Off                       |
| (vi) Operating service                | 0°C to +40°C                 |
| (vii) Water Temperature Service       | 0°C to 20°C                  |
| (viii) Normal System Operating Head   | 18 metres Static Head        |
| (ix) Normal System Operating Pressure | 180 kPa (26 psi)             |
| (x) Maximum Differential Pressure     | 180 kPa (26 psi)             |
| (xi) Maximum Transient Pressure       | 384 KPa (55 psi)             |
| (xii) Normal Design System Flow Rate  | 300 Megalitres per day (MLd) |

- (xiii) Maximum Design System Flow Rate 400 Megalitres per day (MLd)
- (xiv) Valve Test Pressure (2 times Operating) 1000 KPa ( 150 p.s.i)
- (xv) Type of Body (All) Flanged Short Body
- (xvi) Maximum Non-Shock Shut-Off Pressure (All) 200 Kilopascals (30 p.s.i.)
- (xvii) Body (All) Cast Iron
- (xviii) Headloss Maximum K value 0.5
- (xix) Valve torques and safety factors shall be based upon the design pressure of 180 Kilopascals (26 psi).
- (xx) Maximum Velocity 4.88 metres per second (m/s)

NOMINAL PIPE SIZE (MM)	QUANTITY	ACTUATOR TYPE	VALVE CLASS	PRIMARY SERVICE FUNCTION
1676	1	Manual	75B	Isolation (Open/Close)

### E5.3 Materials

#### (a) General

- (i) Materials for butterfly valves shall meet or exceed the latest revision requirements of AWWA Standard C504 and shall meet or exceed the requirements of this Specification.
- (ii) Materials throughout shall be the best of their respective kinds. The equipment shall be designed for the very highest class of service, shall include the highest degree of strength, durability and reliability for continuous operation and for most convenient maintenance.
- (iii) Liberal factors of safety (minimum of fifty percent (50%) shall be used throughout especially for all parts subject to alternating stresses or shock.
- (iv) All joints shall be machined and all castings shall be spot-faced for nuts. All rods shall be finished. All mating faces shall be drilled and tapped, peened, or finished as subsequently specified.
- (v) The mechanical features of the equipment covered by these Specifications shall conform to the appropriate standards of the ASME.
- (vi) Threads on all screws, bolts, studs, and nuts shall be American Standard. Tapped holes in flanges shall be standard unified national threads of the coarse-thread series.

#### (b) Stainless Steel Components

- (i) All components specified in the latest revision of AWWA Standard C504 as stainless steel and the valve shaft, pins, clamps and retaining rings for the rubber seats shall be ASTM A240 or ASTM A276 Grade S30400 (Type 304) stainless steel. No alternative materials will be accepted in this regard.

#### (c) Workmanship

- (i) All foundry and machine work shall be in accordance with the best modern practice for the class of work involved.
- (ii) All parts shall conform accurately to the required dimensions and shall be free from injurious defects. All machine parts shall be made to template or gauge.
- (iii) No repairs to metal such as welding, plugging, peening or stitching will be permitted. Any valve or actuator exhibiting such repairs will be rejected.
- (iv) All joints shall be faced true and shall be watertight where subject to water pressure.
- (v) The bolt holes of all cast iron flanges and flanged fittings shall be spot faced to the specified thickness of flange with a plus tolerance of 3 millimetres (1/8 inch).



- (vi) All iron parts receiving bronze mounting shall be finished to fit. Such hand work shall be done in finishing as is required to produce a neat, workmanlike, well fitting, and smooth operating job throughout.
- (vii) All parts of the same size and same make shall be interchangeable.
- (d) Ferrous Castings
  - (i) All castings shall be true to pattern, of workmanlike finish and of uniform fine grain quality and condition, free from blowholes, porosity, hard spots, shrinkage defects, cracks, or other injurious defects and shall be smooth and well cleaned before inspection. Castings shall be readily machinable. Castings shall not be repaired, plugged, or welded.
- (e) Valve Bodies
  - (i) Valve bodies shall be short body and constructed of either cast iron conforming to ASTM Standard A126, Class B or ASTM A48, Class 40; of ductile iron conforming to ASTM A536, Grade 65-45-12; or of alloy cast iron conforming to ASTM A436, Type 1 and 2, or ASTM A439, Type D-2 with a maximum lead content of 0.003 percent.
- (f) Valve Ends
  - (i) The ends of the valves shall be flanged and drilled to ANSI B16.1 standard for cast iron flanges, Class 125.
- (g) Valve Discs
  - (i) The design and materials of valve discs shall conform to the requirements of Section 4.5 of the latest revision of AWWA Standard C504.
  - (ii) Discs shall be offset to provide an uninterrupted 360 degree seating edge and shall be cast iron per ASTM A48, Class 40 or ductile iron per ASTM A536 (65-45-12).
  - (iii) The disc seating edge, if applicable, shall be solid type 316 stainless steel.
  - (iv) The disc shall be securely attached to the valve shaft using type 304 stainless steel taper fasteners.
  - (v) Disc structures containing hollow cavities are not acceptable.
- (h) Valve Shaft
  - (i) Valve shaft shall be constructed of type 304 stainless steel.
- (i) Valve Seats
  - (i) Valve seats shall be reinforced natural or synthetic rubber reinforced with high resiliency fabric inserts. The mating seat shall be of type 304 stainless steel. Seats shall be of a design that permits adjustment, removal or replacement of the seat at the site of the installation without removal of the valve from the line. Seats that are clamped or mechanically secured are preferred over epoxy retained seats.
  - (ii) Valve seats shall be manufactured from a solid mass rather than layers of rubber bonded together.
  - (iii) Valves with a rubber seat mounted on the valve disc shall meet the following conditions:
    - a) The disc seats shall be offset from the centre line of the shafts so that the rubber seat forms a continuous uninterrupted ring.
    - b) An insert of stainless steel shall be provided in the body to provide a smooth seating surface for the rubber disc seat.
  - (iv) Mechanically retained rubber seats shall be held in position on the disc or body by a segmented retaining ring secured by type 316 stainless steel nuts and bolts which by tightening will slightly deform the rubber seat to maintain proper contact with the seat face throughout the entire circumference.
- (j) Bearings
  - (i) Bearings in the valve body for shaft ends shall be of the sleeve type made of self-lubricating material .

- (ii) Each valve shall be equipped with one or two thrust bearings of corrosion resistant material on the shaft, outboard of the shaft seal or in the actuator housing.
- (k) Shaft Seals
  - (i) Shaft seals shall be designed for the use of standard split-V type packing, standard O-ring seals or pull down packing as described in Section 4.2.7 of the latest revision of AWWA Standard C504.
- (l) Bolts
  - (i) Bolts for testing of butterfly valves shall be ASTM A307 grade B. Bolt size, type and diameter shall be in accordance to AWWA C207-01. Provide one (1) complete set of bolts (1 flange) for each valve size provided. Bolt length suitable for coupling AWWA C207 Class B blind flange. The flange will be supplied by the City
- (m) Painting and Coating
  - (i) Interior surfaces shall be coated with a protective system in accordance to AWWA Standard C550 – Protective Interior Coatings of Valves and Hydrants, which can be used in a potable water system.
  - (ii) Interior coatings shall comply with ANSI/NSF 61 “Drinking Water System Components – Health Effects”
  - (iii) Coating shall be two (2) or more layers (5 mils minimum each coat) Polyamide Epoxy, Amerlock 400, Tnemec Series 140F Pota-Pox Plus or approved equal. Application as per manufacturer’s recommendations.
  - (iv) Coatings shall be holiday free as defined in Section 5.2.3 of AWWA Standard C550.
  - (v) Exterior surfaces shall be painted consistent with interior surfaces.
  - (vi) Surfaces shall be prepared to NACE SSPC-SP10- Near-White Metal Blast Cleaning
  - (vii) All machined surfaces shall be protected with an approved coating, prior to assembly to prevent rusting. Machined surfaces for valve seats shall have particular attention paid to, as this area if untreated, has proven to support "barnacle growth" which can prevent watertight closure of the valve.
- (n) Acceptable Products
  - (i) DeZurik
  - (ii) K-Flo 47
  - (iii) Mueller
  - (iv) Pratt
  - (v) Val-Matic
  - (vi) Or Approved Equal in accordance with B6

#### E5.4 Submittals

- (a) Shop Drawings
  - (i) Submit Shop Drawings in accordance with E4.
  - (ii) Shop Drawings shall state all performance and design criteria as stated in E5.2.
  - (iii) At the time of submission, the Contractor shall inform the Contract Administrator in writing of any deviation in the Shop Drawings from the requirements of the contract documents. The Shop Drawings shall include a copy of the Specifications attached in Part E and marked by the Contractor as either in “compliance” or “deviation” with comment.
  - (iv) Provide valve torque calculations for operating conditions listed.
- (b) Affidavit of Compliance
  - (i) Provide Affidavit of Compliance stating that valves meet requirements of the latest revision of ANSI/AWWA Standard C504 and terms of this specification.
- (c) Testing
  - (i) Provide all factory pressure test reports.

- (ii) Provide protective coating thickness measurements as specified in ANSI/AWWA Standard C550.
- (iii) Provide recent coating qualification testing results as specified in ANSI/AWWA Standard C550 Section 5.2.1.

## E5.5 Valve Testing and Acceptance

### E5.5.1 Factory Tests

#### (a) Hydrostatic Tests

- (i) All acceptance testing shall be completed in the presence of the Contract Administrator or their appointed representative, unless the Contract Administrator waives this requirement. Provide a minimum of two (2) weeks notice of testing schedule to the Contract Administrator.
  - ◆ The Contract Administrator may attend the inspection remotely through a virtual platform such as Microsoft Teams or Zoom. The vendor, on request of the Contract Administrator, shall arrange for live feed streaming of the testing, and follow instruction of the Contract Administrator with respect to witnessing of testing, viewing test gauges, seats, seals and other test apparatus. Cameras used shall be capable of high definition (HD) resolution
- (ii) Testing of valves with actuator mounted, including pressure tests, paint and coatings and electrical tests shall be coordinated to minimize number of plant visits.
- (iii) If the Contract Administrator waives witnessing of testing as indicated in E5.5.1(a)(i), provide all testing results to the Contract Administrator for review prior to shipping valves.
- (iv) All valves shall be tested with mated actuators mounted and adjusted.
- (v) All valves shall be tested with valves mounted in the vertical operating orientation.
- (vi) Testing shall be completed in accordance with the latest version of AWWA C504.
- (vii) The following information shall be supplied by the Contractor prior to delivery of the valves:
  - ◆ A certified copy of the chemical and physical analysis on all materials used in the manufacturer of the valve(s) or certification that the materials used are in strict accordance with this specification.
  - ◆ Copies of the test reports for Performance, Leakage and Hydrostatic Tests performed in accordance with AWWA Standard C504. Included in the report shall be the signature of the official who is responsible for the valve assembly and testing.

#### (b) Protective Coatings

- (i) Conduct non-destructive film thickness testing, in accordance with NACE SSPC PA 2, on both interior and exterior surfaces and provide comparison to qualification standard, as per AWWA Standard C550.
- (ii) Conduct low voltage holiday testing as specified in AWWA Standard C550 section 5.2.3. Completed coating shall be holiday-free.
- (iii) Provide results of factory testing to the Contract Administrator.

### E5.5.2 Field Tests

#### (a) General

- (i) All personnel attending the City facility shall complete Security Clearance forms in PART F - prior to attending the Site.

(b) Butterfly Valves

- (i) The Contractor shall perform a hydrostatic leak test, in the presence of the Contract Administrator, on all valves once they arrive at the City warehouse.
- (ii) The City will provide a suitable blind flange for testing. The blind flange will remain property of the City upon successful completion of the testing.
- (iii) The Contractor shall provide two (2) 3 millimetre SBR gasket, bolts, and testing equipment, suitable to conduct tests. Bolts shall be of suitable length to mount a AWWA C207 Class D blind flange (105 mm thick)
- (iv) The test shall be performed as follows:
  - ◆ The valve shall be orientated in the vertical position.
  - ◆ A gasketed, steel blind flange with a tapped fitting suitable for introduction of compressed water shall be bolted in place.
  - ◆ The space between the blind flange and valve disc shall be filled through the center port, and air bled off through the top port. Once all air has been expelled, the top test port shall be closed.
  - ◆ A pressure of 520 kPa for class 75B valves shall be applied through the fitting and maintained for 10 minutes. Under this pressure the valve seat shall be perfectly watertight.
  - ◆ The test shall be repeated for the opposite side.

(c) Protective Coatings

- (i) The Contract Administrator will conduct holiday testing to the latest version of NACE SP0188.
- (ii) The Contract Administrator will conduct disbondment testing in accordance with ASTM D 4541. Tensile adhesion shall be acceptable if a minimum tensile adhesion rating of 3447 kPa (500 psi) is achieved.
- (iii) Any defects indicated in Contract Administrators tests shall be repaired to meet specifications.

E5.5.3 The Contractor shall ensure a qualified representative of the valve manufacturer is present for the testing of the valves to correct any deficiencies found.

E5.6 Measurement and Payment

- (a) Measurement and payment for the Supply of 1676 mm Butterfly Valve and Manual Actuator will be made as listed in Form "B" Prices. The following payment schedule will be used;
  - (i) Eighty (80) percent upon delivery and offload of the valve at location specified in D11.3, and completion of Form 200.
  - (ii) Twenty (20) percent upon completion of site testing of the equipment.

**E6. MANUAL VALVE ACTUATOR**

E6.1 Description

- (a) This specification shall cover the design and manufacture of manual actuators for butterfly valves to be supplied under this contract. This specification is supplementary to and shall be read together with the latest revision of AWWA Standard C504, "Rubber-Seated Butterfly Valves".
- (b) All manual actuators to be supplied under this contract shall be designed and manufactured by a company having at least five (5) years prior experience in manufacturing these types of products in the size and to the pressure ratings as those specified herein.

## E6.2 General Design Requirements

- (a) Quarter turn, manual geared actuators shall be of worm gear drive type designed for one person operation and for a maximum pull on the handwheel rim, at maximum torque conditions of not more than 356 Newtons (80 ft pounds).

## E6.3 Gearing and Enclosure

- (a) Actuators shall be manual geared with a ball bearing mounted worm gear drive, machine cut gear teeth, and be totally enclosed in a sealed housing sufficient to permit normal operation even when totally submerged in water. Travelling nut type of mechanisms will not be accepted. Gear lubricant shall be of the bulk grease type; synthetic lubricants will not be accepted.
- (b) Number of actuator turns to open or close the valve shall be kept to as few as possible to avoid overtorquing and damage to the actuator.
- (c) Submersible rating shall be adequate for 7.5 metres water submergence for forty-eight hours.
- (d) Accessible parts of the actuator requiring lubrication shall be provided with button-head alemite grease fittings.
- (e) Valve will be mounted with shaft in vertical position. Refer to Appendix A for general configuration.
  - (i) A bevel gear shall be provided to orientate handwheel and operating nut in the horizontal position.
  - (ii) Final orientation of the gearbox on the valve will be provided during Shop Drawing review process.

## E6.4 Input Limit Stops

- (a) Adjustable, external stop-limiting devices shall be provided on the actuators to prevent over-travel of the valve disc in the open and closed position.
- (b) Under circumstances where spur gear attachments are installed on the input side of the actuator to facilitate the maximum input operating torque of 356 Newtons (80 ft. pounds), input limit stops shall be installed on the input side of the spur gear attachment.
- (c) A shear pin or other torque regulating device shall be provided on the actuator or handwheel/operating nut as an extra precaution against actuators being over-torqued.

## E6.5 Handwheel

- (a) Each actuator shall be equipped with a 450 millimetre (min.) to 600 millimetre (max.) diameter handwheel fitted with an operating nut secured in position by a lock nut, pin or key. The operating nut shall be 49 millimetres square at the top, 51 millimetres square at the base and 45 millimetres high. The handwheel shall be made of cast iron or aluminum of the rimmed type with finger grips, an arrow, the word "OPEN" cast in relief on the rim and have an easy slide fit onto the mating shaft. Direction of opening shall be counter clockwise. Spinners shall be provided on all handwheels.
- (b) The handwheel shall be located sufficiently away from the valve flanges, housings, etc. such that personnel will not hit their knuckles on any of these obstructions when using the handwheel.

## E6.6 Valve Position Indicator

- (a) A mechanical, valve position indicator shall be provided and mounted on the outside of each valve actuator. The dial or scale plate shall be 316 stainless steel and shall be clearly graduated and marked. A 316 stainless steel pointer shall be aligned to show the exact position of the valve disc in the valve body. The fastener for the indicator dial shall be made of 316SS stainless steel.
- (b) There shall also be a visible indication on the valve shaft end showing the position of the valve disc in relation to the shaft to ensure proper relation of the disc and indicating mechanism in the event an actuator has to be removed and replaced on a valve.

**E6.7 Protective Coatings**

- (a) All external ferrous components including adaptor and mounting plates, shall be painted and tested in accordance with Clause E5.3(m) and Clause E5.5.1(b) of this specification.
- (b) Any touch-up paintwork required during installation shall be undertaken by the Installation Contractor. The touch-up paint shall be of the same colour and specifications used in the above clauses and shall be supplied by the Contractor. The Contractor shall provide a minimum of one (1) litre of paint product for this purpose.

**E6.8 Submittals**

- (a) Shop Drawings
  - (i) Submit Shop Drawings in according with E4.
  - (ii) Submit torque calculations
- (b) Testing
  - Provide all factory test reports.

**E6.9 Measurement and Payment**

- (a) Measurement and payment for manual actuators will not be made. The cost of the actuators shall be included in the price for the Supply of 1676 mm Butterfly Valve and Manual Actuator as listed in Form "B" Prices.

**E7. SITE INSTALLATION SUPPORT AND INSPECTION OF VALVE INSTALLATION**

**E7.1 General**

- (a) The butterfly valve and actuator will be installed under a separate contract by the installation Contractor forces at a later date (Winter 2023). The Contractor under this Contract will be required to provide a qualified technical representative to:
  - (i) provide training for the installation of the equipment;
  - (ii) inspect the installation of the equipment;
  - (iii) be present during the field testing of the equipment;
  - (iv) provide training to City personnel in the operation and maintenance of the equipment; and
  - (v) supervise commissioning.

**E7.2** All personnel attending the City facility shall complete Security Clearance forms in PART F - prior to attending the Site.

**E7.3** The Contractor shall attend a turn over inspection with the Contract Administrator and the Installation Contractor, at which time the care and control of the equipment will be assumed by the Installation Contractor. The Contractor shall sign Form 200 Certificate of Equipment Delivery, attached in PART G - , indicating equipment has been turned over in satisfactory condition.

**E7.4** Unless otherwise specifically stated in the Specifications, the Contractor shall provide, and shall allow for in his Bid, a factory-trained representative who, in conjunction with the Contract Administrator, shall give instructions regarding the installation of the equipment. The Contractor's representative shall complete Form 201 Certificate of Instruction, attached in PART G - , when they are satisfied that the Installation Contractor has received adequate instruction in the installation of the Contractor's equipment. The completed Form 201 shall be submitted to the Contract Administrator prior to the commencement of equipment installation.

**E7.5** The Contractor's factory-trained representative shall visit the site as required to ensure that the installation work is being performed in a proper and workmanlike manner. The Contractor's representative shall complete Form 202 Certificate of Satisfactory Installation, attached in PART G - , following installation of the equipment but prior to commissioning and functional testing. The completed Form 202 shall be submitted to the Contract Administrator prior to the

commencement of functional testing. The Contractor shall allow for one (1) full working day at the Deacon Booster Pumping Station. Additional days beyond time noted above shall be approved by Contract Administrator.

- E7.6 If the Contractor is requested by the Installation Contractor or the Contract Administrator to send a representative to the jobsite to investigate or rectify a suspected fault in the equipment furnished by the Contractor but it is found that the said equipment or Contractor is not at fault, the Contractor shall be entitled to be reimbursed for all reasonable costs and expenses incurred in sending their representative to the jobsite, at the per diem rate listed in Form B Prices.
- E7.7 Operating equipment and systems shall be performance tested by the Contractor in the presence of the Contract Administrator to demonstrate compliance with the specified operating requirements. Functional testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by the Contract Administrator.
- E7.8 Measurement and Payment
- (a) Measurement and payment for E7 will be made on a per diem rate as listed on Form B:Prices. Payment schedule is as follows;
- (i) Completion of turn over inspection, provision of installation instructions to the Installation Contractor and completion of Form 200 and 201 in PART G -
- (ii) Completion of Inspection of Installation and completion of Form 202 in PART G -

## **E8. OPERATION AND MAINTENANCE MANUALS**

- E8.1 For each type of equipment, a searchable PDF copy of operation and maintenance manuals (including spare parts lists) shall be submitted to the Contract Administrator for review. Upon acceptance of the operation and maintenance manuals, provide final searchable PDF copy plus three (3) printed versions as specified below. The Contractor shall provide these manuals at least ten (10) Working Days before commencement of equipment startup and commissioning.
- E8.2 The City's staff shall be in receipt of the operation and maintenance manuals prior to the date set out for Total Performance. The Contract shall not be considered complete, for the purpose of issuing a Certificate of Total Performance, until the operation and maintenance manuals have been completed and submitted to the satisfaction of the Contract Administrator.
- E8.3 All instructions in these manuals shall be in the English language to guide the City in the proper operation and maintenance of the equipment.
- E8.4 Bind contents in a three (3)-"D-Ring", hard-covered, plastic-jacketed binder with full cover and spine insert. Organize contents into applicable sections of work, parallel to Specifications breakdown.
- E8.5 Provide all required data in electronic format. Text documents shall be Microsoft Word or Adobe format. Drawings, scanned documents, parts lists, test forms shall be in Adobe format. If possible, documents shall be an original electronic format. Documents that require scanning shall be high quality scans and fully legible. Documents shall be submitted on a USB and shall be labeled in type, with the following;
- (a) Bid opportunity number.
- (b) Job Title.
- (c) Description of Equipment.
- E8.6 In addition to information called for in the Specifications, the following shall be included:
- (a) Title sheet, labeled "Operation and Maintenance Instructions", containing project name and date.
- (b) List of contents.
- (c) Reviewed shop drawings of all equipment.

- (d) Certified factory test results.
- (e) Full description of entire mechanical system, operation, and control. Provide “as programmed” parameter list for each electric valve actuator.
- (f) Names, addresses, and telephone numbers of all major sub-contractors and suppliers.
- (g) Detailed specification and operating and maintenance instructions for all items of equipment provided including a preventative maintenance program.
- (h) An itemized list of spare parts recommended for five years of service, particularly those components failure of which will render the equipment supplied inoperative. Any special tools or other ancillary items necessary for commissioning and/or proper operation and maintenance shall also be listed. These prices shall be available to the City at any time prior to the issuance of the Certificate of Acceptance.
- (i) Part books that illustrate and list all assemblies, sub-assemblies, and components.
- (j) Routine test procedures for all electronic and electrical circuits.
- (k) Troubleshooting chart covering the complete controls/electrical power systems, showing description of trouble, probable cause, and suggested remedy.

**E8.7 Measurement and Payment**

- (a) Measurement and payment for Operation and Maintenance Manuals will be paid as the lump sum value on Form B: Prices. Payment will not be made until the manuals are approved and accepted by the Contract Administrator

**E9. TRAINING**

- E9.1 The Contractor shall include costs for commissioning and providing training to City staff by a factory-trained representative on the operation and maintenance of the equipment.
- E9.2 The Contractor’s representative shall be present to supervise the commissioning, initial operation, and functional testing of the equipment. The Contractor shall be required to complete Form 203 Certificate of Equipment Satisfactory Performance, attached in PART G - , stating that their qualified representative has checked the installed equipment and found the equipment to be satisfactorily installed and in specified working operation. The completed Form 203 shall be received by the Contract Administrator prior to commencement of the Warranty period. The scheduling of the Contractor’s factory-trained representative’s visits to the site shall be to the mutual satisfaction of the Contractor and the Installation Contractor, and shall be agreed upon before the work of installing the equipment begins. The Contractor shall allow for one (1) full working day at the Deacon Booster Pumping Station for commissioning, testing, and training service.
- E9.3 Training for the equipment shall be conducted before the operation period as described in Form 204. The training session shall be conducted on site, in conjunction with commissioning. The Contractor shall provide a qualified instructor as well as the necessary course materials.
- E9.4 Training shall be provided in one session for operation and maintenance staff. The training shall cover operation and maintenance. Commissioning and training is expected to be a maximum of eight (8) hours in duration.
- E9.5 Training shall be completed in conjunction with commissioning of the equipment. The Contract shall not be considered complete until the training has been provided and Form 204 has been signed.
- E9.6 Immediately following issuance of Form 204, the City reserves the right to operate this equipment to suit system requirements.
- E9.7 **Measurement and Payment**
  - (a) Measurement and payment for Training will be at the lump sum price listed in Form B: Prices, and on completion of Form 203 and Form 204 in PART G - .



## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

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

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

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

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

- (a) Sterling BackCheck;
  - (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or

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

## **PART G - FORMS**

### **INDEX TO FORMS**

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

**FORM 200:  
CERTIFICATE OF EQUIPMENT DELIVERY**

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

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

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

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

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

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

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

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

**FORM 201:  
CERTIFICATE OF INSTRUCTION**

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

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

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

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

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

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

\_\_\_\_\_  
(Date)

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

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

\_\_\_\_\_  
(Date)

**FORM 202:  
CERTIFICATE OF SATISFACTORY INSTALLATION**

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

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

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

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

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

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

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(Authorized Signing Representative of the Contractor)

(Date)

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

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

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

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

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

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

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

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

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

**FORM 204:  
CERTIFICATE OF TRAINING**

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

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

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

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

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

1. Acknowledgment of Receipt of Training for Operations Staff

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

2. Acknowledgment of Receipt of Training for Maintenance Staff

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