



## BID DOCUMENTS

### Morden WTP Pump Bypass Project

CONTRACT 9301B

July 2018

**City of Morden**  
**Operations: Engineering**

Office: 133 7<sup>th</sup> Street, MB  
Mailing: 100-195 Stephen Street,  
Morden, MB,

CONCRETE WORKS 2018  
CONTRACT 9301B  
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MORDEN WTP PUMP BYPASS PROJECT  
CONTRACT 9301B  
**SECTION 1. INVITATION TO SUBMIT BIDS**

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1.0 PROJECT DESCRIPTION

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## SECTION 1. INVITATION TO SUBMIT BIDS

### 1.0 Project Description

1.1 The Work to be done under this Contract consists the installation of a gravity bypass at the Water Treatment Plant in the City of Morden for a unit price remuneration, in accordance with the Contract Documents.

1.2 The Scope of Work is divided into Sections as follows:

The supply of material for, and installation of bypass piping at the Morden Water Treatment Plant, including tie-in to existing clearwell and distribution piping.

### 2.0 Delivery and Opening of Bids

2.1 The date and time of Bid Closing are **10:30a.m.** local time on **2 August, 2018**. The City will receive Bids at the City Office:

100-195 Stephen Street  
Morden, MB  
R6M 1V3

2.2 The submission must be contained in a sealed envelope or package, or electronically, labeled as follows:

City of Morden  
Morden WTP Pump Bypass Project  
Bidder's Name/Entity  
Bidder's Contact Information

The Bid submission must contain:

- Bid Form;
- All required specification for materials the Bidder intends to use for this project.

2.3 The City reserves the right to reject an incomplete Bid.

2.4 Bids submitted after the above time will be returned to the Bidder unopened.

2.5 Bids will be opened at the City's convenience and there will not be a public opening.

2.6 The City will accept electronic submission, in PDF format of Bid submissions as follows. The City may request originals of all documents at its discretion.

2.6.1 Email: send email to both addresses:

[tsinchenko@mordenmb.com](mailto:tsinchenko@mordenmb.com)  
[info@mordenmb.com](mailto:info@mordenmb.com)

## SECTION 1. INVITATION TO SUBMIT BIDS

- 2.6.2 File transfer/sharing service: at the Bidder's choosing. Provide credentials for download and transfer to:  
[tsinchenko@mordenmb.com](mailto:tsinchenko@mordenmb.com)  
Call to ensure that appropriate arrangements have been made.
- 2.7 The City will not consider oral submissions, or any other form of submission not identified herein, for acceptance.
- 2.8 The City will accept amendments to a Bid submission providing that such amendment is submitted as prescribed herein, signed by the person(s) who signed the original submission, and that it arrives prior to Bid Closing in a sealed envelope labeled with the details described above, or electronically. Such amendments must be in accordance with the Bid Documents.
- 2.9 Bids will be analyzed by the City after which any part or all parts of the Contract may or may not be awarded, to one or more Bidders subject to the discretion of the City.
- 2.10 The City reserves the right to accept or reject any or all offers, and to request any clarifications necessary to adjudicate the submissions.
- 2.11 Bidder may withdraw an unopened bid submission until Bid Closing either in person or by phone. After Bid Closing, Bids may not be withdrawn.
- 2.12 Bid submissions will remain unopened until the City chooses to open. If there is to be a public opening of Bid submissions, the City will advertise the time and location on the City's website.
- 2.13 Upon opening Bid Submissions, the City may announce the Total Bid price for submissions at the City's discretion but will not announce or disclose unit prices in any way.

### 3.0 Project Organization

The City of Morden representatives for the tendering process are:

The Engineer:  
Dave Haines, P.Eng  
Director of Planning and Engineering Department

204-822-2567

[dhaines@mordenmb.com](mailto:dhaines@mordenmb.com)

Tatiana Sinchenko  
Engineering Assistant

204-822-2574

## SECTION 1. INVITATION TO SUBMIT BIDS

[tsinchenko@mordenmb.com](mailto:tsinchenko@mordenmb.com)

### 4.0 Project Location

The project location is 3 Water Tower Road, Morden.

END

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MORDEN WTP PUMP BYPASS PROJECT  
CONTRACT 9301B  
**SECTION 2. AGREEMENT**

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1.0 AGREEMENT

2.0 CONTRACT DOCUMENTS

3.0 PAYMENT

4.0 CONTRACT AGREEMENT

5.0 CONTRACTOR'S REPRESENTATIONS

6.0 ENQUIRIES AND ADDENDA

7.0 RIGHTS AND REMEDIES

8.0 FORM OF AGREEMENT

## 1.0 Agreement

Agreement will be prepared in accordance with form of CCDC 18 — 2001 (Civil Works Contract) and as amended within this Section.

## 2.0 Contract Documents

Further to ARTICLE A-3 CONTRACT DOCUMENTS within CCDC 18 - 2001, the following documents, together with this Agreement, shall constitute the Contract Documents referred to in ARTICLE A-1 — THE WORK:

- A. Instructions to Bidders
- B. Bid Form
- C. Addenda (if any)
- D. Notice of Acceptance
- E. Definitions
- F. Supplementary Conditions
- G. Drawings and Specifications, as listed in the Bid Documents

## 3.0 Payment

3.1 The following clauses shall amend ARTICLE A-5 PAYMENT within CCDC 18-2001.

3.2 The City will not require a bid bond for this project. In lieu of performance bonding, the City will implement an increased holdback as follows: the City will retain a 15% holdback until 40 days after issuance of Certificate of Substantial Completion, after which time the holdback will reduce to 7% and be retained for the Maintenance Period.

3.3 Measurements and payments will be according to the unit prices and units indicated in Section 4, *Bid Form*, and as explained or qualified herein.

3.4 Payment will be monthly unless the City and Contractor make other arrangements and the City will deduct the appropriate holdback from each progress payment.

3.5 The Contractor must provide the Engineer with a detailed list of the equipment, tools, and manpower, with associated hourly rates, that they will use to complete the Works (Use SCHEDULE OF EQUIPMENT, LABOUR, MATERIALS AND ASSOCIATED RATES from Section 4, *Bid Form*). The Engineer reserves the right to negotiate



## SECTION 2. AGREEMENT

hourly rates to reflect market rates and these rates will be the basis for down time and extra work.

- 3.6 Provided that the City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any Certificate of Completion to such an extent as may be necessary to protect the City from loss on account of:
- A. The Contractor's unsatisfactory execution of the Work.
  - B. Defective or damaged Work requiring correction or replacement.
  - C. Claims or liens filed or reasonable evidence indicating the probable filing of claims or liens.
  - D. Failure of the Contractor to make payments promptly to subcontractors or for materials or labour.
  - E. A reasonable doubt that the Contract can be completed for balance unpaid.
  - F. Damage to another Contractor's Work which has not been settled which may result in the Other Contractor whose Work has been damaged bringing action against the City; in case of such action, the Contractor shall bear the expense of same.

When the above grounds are satisfactorily accounted for, payment shall be made for the amounts withheld because of them.

### 4.0 Contract Agreement

#### 4.1 Contractor undertakes and agrees:

- 4.1.1 To perform & fulfill every agreement contained in the Contract Documents and to furnish all labour, materials and equipment unless otherwise indicated, together with all work incidental thereto, necessary and required to perform all the Work described in the Contract Documents and which have been executed in duplicate by both parties and which were prepared by the City.
- 4.1.2 To complete the Work by dates stated in Section 3, *Instructions to bidders*.
- 4.1.3 In the event of the Contract being extended to include additional Work, the additional work will be subject to the same terms and conditions as this Contract.
- 4.1.4 To maintain the Work in complete repair until the date of the Final Acceptance Certificate.

- 4.1.5 Should the Contractor fail to complete the Work in accordance with the Contract and to the satisfaction of the City within the time specified, the Contractor shall pay to the City amounts payable specified as liquidated damages that the City will suffer due to said delay and default. The City reserves the right to recover any other kind of damages or losses which were not known or calculable when the liquidated damages were determined. The City may deduct and retain the amounts of such liquidated damages out of the monies, which may be due or become due to the Contractor under the Contract.
- 4.1.6 Notwithstanding the issue of certificates under Mechanics' or Builder's Lien legislation enabling the Contractor to obtain a reduction in the lien holdback, and notwithstanding the wording of such certificates, the Contractor shall protect the work of the subcontractor(s) pending completion of the entire Work and shall correct any defects in it regardless of whether the same were apparent when such certificates were issued.

## 5.0 Contractor's Representations

5.1 To induce the City to enter into this Agreement the Contractor makes the following representations:

- 5.1.1 The Contractor is skilled in the construction of the Work described in the Contract Documents and is well able to perform the Work in accordance therewith.
- 5.1.2 The Contractor has examined the site of the Work and has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, provincial and local laws, ordinances, rules and regulations that in any manner affect cost, progress or performance of the Work.
- 5.1.3 The Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been identified in the Contract Documents and acknowledges that the reports and tests are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. The Contractor does not rely upon any information given verbally or statement made to him in relation to the Work by the City.
- 5.1.4 The Contractor has made or caused to be made examination, investigations, and tests and has carefully studied reports and related data based thereon or obtained therefrom, as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the

other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by the Contractor for such purpose.

- 5.1.5 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 5.1.6 The Contractor has given the City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor or, no written notice having been given, the Contractor takes no exception to the Contract Documents as written.

## 6.0 Enquiries and Addenda

- 6.1 For any enquiries relating to the Bid please contact as indicated in Section 1.
- 6.2 Clarifications, interpretations, and explanations may be made in the form of Addenda. The City may issue addenda during the Bid period and will distribute such Addenda to all persons known by the City to have obtained a set of the Bid Documents. All such Addenda shall become part of the Bid Documents. The City encourages you to register your interest by providing email and contact information.
- 6.3 No oral clarifications, interpretations, or explanations by any person whatsoever shall bind the City in the interpretation of the Bid Documents.
- 6.4 The City will consider any requests for extension to Bid Closing but reserves the right to do so at its own discretion.

## 7.0 Rights and Remedies

- 7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 7.2 No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 7.3 The Contract shall be interpreted under and governed by the laws of Province of Manitoba and Canada.

**FORM OF AGREEMENT**

This Agreement made this \_\_\_\_ (day) of \_\_\_\_\_ (month), 2018

BETWEEN: Contractor (the "Contractor")

AND: City of Morden (the "City")

This agreement witnesses that the Contractor and the City agree as follows:

1. The Contractor shall provide the necessary labour, plant, equipment, and materials required to perform the work within the required time, as required by the Contract Documents.
2. The City shall pay the Contractor the Contract price, as required by the Contract Documents.
3. The Contract Price shall be as follows:
  - a. The Bid Amount, as set out in the Bid Form (Section 4), for the unit prices agreed upon and for the actual quantities of work performed by the Contractor; and
  - b. Any payments made on account of changes, as may be required by the Contract documents.
4. The Contractor shall commence the Work on the date agreed upon by both parties and shall complete all works within the period of time agreed upon by both parties.
5. The Contract Documents, including the Bid Form, all appendices and Addenda, shall form a part of this Agreement.
6. The Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the City.

SECTION 2. AGREEMENT

Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Contractor and the City have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED, SEALED and DELIVERED on behalf of the Contractor

) CONTRACTOR
)
) \_\_\_\_\_
) Company Name
)
) \_\_\_\_\_
) Signature
)
) \_\_\_\_\_
) Print Name & Title
)
) \_\_\_\_\_
) Signature
)
) \_\_\_\_\_
) Print Name & Title

In the presence of:

\_\_\_\_\_
Print Name of Witness

\_\_\_\_\_

\_\_\_\_\_
Address

\_\_\_\_\_
Signature of Witness

SIGNED, SEALED and DELIVERED on behalf of the City

) CITY OF MORDEN
)
) \_\_\_\_\_
) Company Name
)
) \_\_\_\_\_
) Signature
)
) \_\_\_\_\_
) Print Name & Title
)
) \_\_\_\_\_
) Signature
)
) \_\_\_\_\_
) Print Name & Title

In the presence of:

\_\_\_\_\_
Print Name of Witness

\_\_\_\_\_

\_\_\_\_\_
Address

\_\_\_\_\_
Signature of Witness

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SECTION 3. INSTRUCTIONS TO BIDDERS

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- 1.0 BID DOCUMENTS AND SUBMISSION OF BIDS
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- 3.0 BID DOCUMENTS
- 4.0 OMISSIONS OR DISCREPANCIES
- 5.0 CONTRACT SECURITY
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- 10.0 MATERIAL AND EQUIPMENT SUPPLIERS
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- 25.0 SOIL INFORMATION
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## SECTION 3. INSTRUCTIONS TO BIDDERS

### 1.0 Bid documents and submission of Bids

Bid shall be made on the Bid Form provided and shall be submitted in a sealed envelope clearly marked as indicated in **Section 1**.

Bid Documents shall be available as follows:

- A. 100-195 Stephen St, Morden, MB;
- B. City website;
- C. By contacting as indicated in Section 1.

All requirements that use word “shall” or “must” are mandatory and the Bidder’s Bid must substantially comply or fulfill such requirements, or it shall be as non-compliant; all requirements that use the term “should” are desired and the Bidder’s response to such requirements shall be considered in analyzing the Bid.

The City shall not be responsible for lost or misplaced Bids, or amendments to Bids, if the Bidder hasn’t placed it at the City Office.

All Bids should be signed and sealed in the case of a corporation and in the case of an individual, partnership or non-incorporated organization should be signed and witnessed.

### 2.0 Acceptability and evaluation of Bid

1.1 The City, at its own discretion, reserves the right to:

- Accept any Bid;
- Reject any Bid;
- Accept a Bid which is not the lowest Bid;
- Reject a Bid even if it is the only Bid received by the City;
- Accept all or any part of a Bid.

1.2 The City reserves the right to request clarifying information of any form, at the City’s discretion, to facilitate the adjudication of bids. Failure to provide requested information will factor into the City’s adjudication process.

1.3 The City reserves the right to reject any Bid containing errors, omissions, erasures, items not part of the Bid form, or any obviously unbalanced Bid.

1.4 The City may disqualify or reject Bids containing non-qualifying conditions or otherwise failing to comply with the Bid Documents. The City reserves its right to reject or retain for its consideration non-qualifying Bid submissions.

1.5 The City reserves the right to require a Bidder to submit qualifications and experience to prove that the Bidder can complete the Works. The City may choose to disqualify

## SECTION 3. INSTRUCTIONS TO BIDDERS

any Bidder who it deems as inexperienced, or for any other reason may not be capable of completing the works. The City may require a Bidder to provide security in addition to that specified herein at the City's discretion before approving the award of Contract to a Bidder.

1.6 The City will notify the successful Bidder or Bidders in writing that its Bid has been accepted.

1.7 The City may consider the following criteria to determine the successful bidder:

- 1.7.1 the qualifications of the Bidder;
- 1.7.2 Bid Prices of any one section or all sections; and/or of any item in any section;
- 1.7.3 Completion Time for each section;
- 1.7.4 the City's relationship and experience with any Bidder;
- 1.7.5 the use of equivalents/alternates;
- 1.7.6 the quality and responsiveness of the Bid, including, without limitation, all requested information;
- 1.7.7 quality of previous work done for the City;
- 1.7.8 quality of previous work done by subcontractors.

1.8 The City may reject any subcontractors on the same basis as the criteria listed in 1.7. The City may permit a Bidder to procure a different subcontractor, but such a change would not be considered as affecting the Bid submission in any other way.

### **3.0 Bid Documents**

The Bid Documents shall consist of the following:

1. Instructions to Bidders;
2. Bid Form;
3. Addenda (if any);
4. Agreement;
5. Definitions;
6. Supplementary Conditions;
7. Standard Specifications;
8. Drawings as listed;
9. Schedules.



## SECTION 3. INSTRUCTIONS TO BIDDERS

### 4.0 Omissions or discrepancies

Should the Bidder find discrepancies in, or omissions from, the Bid Documents, or be in doubt as to their meaning, it should at once notify the City, who may send an Addendum to all Bidders.

No oral interpretation made by the City to any Bidder as to the meaning of any part of the Bid Documents shall be binding upon the City or be effective to modify any of the provisions of the Bid Documents. Words and abbreviations used in the Bid Documents which have well known technical or trade meanings, or are defined in the Bid Documents, shall be interpreted in accordance with such meanings or definitions. Every request for an interpretation shall be made in writing and promptly directed to the City's representative.

### 5.0 Contract security

5.1 The successful Bidder shall submit the following original documentation to the City within seven (7) days of the notification of acceptance of Bid:

- An original certificate of insurance as per MWSB Clause 10 (1) in the amount of \$2,000,000.

### 6.0 Alternate prices

Where called for, the Bidder must submit prices for all alternates shown in the places provided in the Bid Form.

### 7.0 Goods and Services Tax

It shall be assumed, unless otherwise stated, that the Bid Price does not include federal Goods and Services Tax (GST). The appropriate GST levy shall be paid to the successful Bidder in addition to the amount approved by the City for Work performed under the Contract and, therefore, shall not affect the Bid Price.

### 8.0 Manitoba Retail Sales Tax

The Bid Price will include all Applicable Retail Sales Tax. The Bidder shall include Retail Sales Tax in the prices that they may be required to pay on materials and equipment to be utilized or expended in the construction of the works.

The City will not consider any claim by the Contractor or any subcontractor for reimbursement of Retail Sales Tax paid.

### 9.0 Commencement of the Work

The Commencement Date of the Work shall be the date of the Notice of Acceptance, unless otherwise stated in the Contract Documents. Bidders are to indicate availability for the commencement of the work in Section 4. The City may negotiate with the successful Bidder(s) or use proposed dates in evaluating Bid Submissions.

### 10.0 Material and equipment suppliers

## SECTION 3. INSTRUCTIONS TO BIDDERS

- 10.1 The Contractor must provide all materials required for the completion of the works unless otherwise indicated in the Bid Documents. The details for all materials are shown on the plans and in Clause 19 of Section 4.
- 10.2 The Bidder must state, if requested in the Bid Form, the names of the material and equipment Suppliers it intends to use for the Work together with the trade or brand names of the material and equipment to be supplied.
- 10.3 The Contractor shall be responsible for the provision of all the equipment, plant, tools, and labour required to complete the works to the fulfillment of the terms of the Contract Documents. The cost for this shall be deemed to be included in the Contract Price.

### 11.0 Subcontractors

- 11.1 The Bidder must state, as requested in the Bid Form, the names of the Subcontractors and Suppliers it intends to use on the Work and the portion of the Work on which each Subcontractor is intended to be used.

### 12.0 Subdivision of Work

- 12.1 Subject to the rights of the City and according to the Contract Documents the Contractor shall be solely responsible for and shall supervise and direct the works. The Contractor shall determine the means, methods, techniques, sequences, and procedures of construction, except where the Contract Documents, in order to define the quality of a particular item of work, specify a means, method, technique, sequence, or procedure for construction of that item of the work.
- 12.2 The successful Bidder shall be responsible for the administration of the Work and the subdivision of the Work to Subcontractors. All disputes as to the scope of the Work to be carried out by Subcontractors shall be resolved by the successful Bidder so that all Work is carried out in accordance with the Bid Documents. No claims for extras shall be allowed on the basis that Subcontractors did not include the same in their scope of Work due to any subdivisions of Work expressed or implied in the Bid Documents.
- 12.3 Where there is overlap between Contractors, the City will coordinate schedules, testing and all matters related to the interactions between overlapping Works.

### 13.0 Site conditions and information documents

The Information Documents are furnished merely for the general reference and convenience of each Bidder and do not form part of the Bid Documents. The Information Documents are not in any way represented, warranted or guaranteed to be accurate or complete by the City. Each Bidder acknowledges and agrees that the City does not owe any duty of care to it concerning the accuracy or completeness of the Information Documents.

The Bidder is responsible for examining the work site before submitting a Bid. The Bidder is responsible for familiarizing itself with and allowing for all site conditions including the project locations, local conditions, access locations and limitations, topographical conditions, presence of obstructions, working widths, and all other site conditions which may affect the Work.

## SECTION 3. INSTRUCTIONS TO BIDDERS

The Bid is deemed to include the cost of working in these conditions and the City will not consider additional payment or time extensions due to site conditions which were or would have been reasonably foreseeable given a proper inspection of the site by the Bidder.

Should a Bidder wish to make exploratory investigations at the site, it shall make arrangements with the City. The City, at its own discretion, may set conditions or limitations on such excavations or investigations and may refuse to permit them.

### 14.0 Bid modification

- 14.1 A Bid submitted in accordance with these Instructions to Bidders may be modified provided the modification:
  - 14.1.1 is in the form of a letter or a fax transmittal and all pages of such letter or fax transmittal are received at the address specified In Clause 1 prior to the Bid Closing Time;
  - 14.1.2 states the name of the Bidder and the nature of the modification; and
  - 14.1.3 is signed by the Bidder's authorized representative.
- 14.2 Where a modification is directing a change in the Bid Price, the modification shall not reveal the original Bid Price nor the revised Bid Price:
  - 14.2.1 on lump sum Bids, only the amount to be added to or deducted from the original Bid Price shall be stated;
  - 14.2.2 when unit prices are used, only the amount to be added to or deducted from each original unit price shall be stated;
  - 14.2.3 the City shall not accept responsibility for the content of modifications or modifications that are, for any reason, delayed, illegible or otherwise improperly received. The City may, in its discretion, disregard modifications that are improperly received.

### 15.0 Bid withdrawal

Any Bidder may withdraw its Bid either personally or by written request prior to the Bid Closing Time.

The withdrawal of a Bid shall not prejudice the right of such Bidder to submit a new Bid. If a Bid is withdrawn after the Bid Closing Time, the accompanying Bid Security (where required) is subject to forfeiture in like manner as in the failure to execute an Agreement after award as provided herein.

### 16.0 Currency

All dollar amounts stated in the Bid Documents are in Canadian dollars unless otherwise indicated. The City reserves the right to reject conditional prices, or prices subject to rise and fall for any reason.

### **17.0 Agreement between the City and the Bidder**

The Bidder agrees that the City's sole obligation is to consider the Bid in accordance with the Bid Documents. In return, the Bidder has prepared and submitted its Bid, and agrees:

1. to enter into a contract with the City in accordance with the Bid Documents if the City issues a notice of acceptance within sixty (60) days of the Bid Closing Time (or such longer period as is agreed between the parties) (the "Bid Period"); and
2. that the Bid is irrevocable, valid and shall remain open for acceptance for the Bid Period.

### **18.0 Waiver**

The Bidder hereby waives any claim for damages or costs of any nature against the City (including, without limitation, the cost of preparing and submitting the Bid, and any anticipated profits and contributions to overhead) arising out of the City's use of its discretion under the Bid Documents. In preparing and submitting this Bid, Bidders are advised that the City may award other contracts for work in the area.

### **19.0 Information requests**

The Bidder shall comply with any reasonable requests for information made by the City, including information about the Bidder and its Subcontractors and Suppliers.

### **20.0 Health & Safety**

- 20.1 The Contractor shall be deemed to be a "prime contractor" under the Regulations of the Workplace Safety and Health Act.
- 20.2 The Contractor is responsible for ensuring that all activities under its control, for the duration of the works, are conducted in compliance with the Province of Manitoba's Workplace Safety and Health Act including all relevant Regulations.
- 20.3 The Contractor alone shall always be responsible for the safety of its employees, its subcontractors' employees and other persons and equipment lawfully on the work site. The Contractor shall be responsible for maintaining the Work Site as a safe place to work and perform the work in a manner which meets all applicable requirements and standards for the Work Site.
- 20.4 The Contractor shall obtain and maintain Workers Compensation Insurance as required by the Workers Compensation Act. The Contractor shall be registered and be in good standing with the Workers Compensation Board. The Contractor acknowledges that the City may query the Contractor's standing with the Workers Compensation Board at the City's discretion, and the City reserves the right to reject a Bid submission based on the Contractor's standing with the Workers Compensation Board.
- 20.5 The Contractor will, always during the construction process, take every precaution to ensure the safety of any other contractor, sub-contractor, visitor, inspector, or any party on site for any reason, both during and outside of normal working hours.

## SECTION 3. INSTRUCTIONS TO BIDDERS

### **21.0 Lump Sum for other requirements**

In this item of the Schedule of Items and Prices, the Bidder shall enter his bid price for providing items such as watchmen, permits and approvals (other than those to be paid by the City), items required by the Drawings or Specifications but which have been omitted from the Schedule and other items required by the Contract but not specifically covered by or related to the other items in the Schedule.

Each Progress Payment Certificate will include a percentage of the contract price for this item in proportion to the percentage of the permanent works completed. The submission by a Bidder of an unbalanced price for this item renders the Bid liable to disqualification.

### **22.0 Time of the Essence of the Contract**

Time shall be deemed to be the essence of the contract. The Bidder, having carefully examined the site of the proposed works, and having read, understood and accepted the provisions, plans, specifications and conditions attached hereto, each and all of which forms part of this Bid, agrees to have the works under the contract "Substantially Performed" within the time for completion specified in the contract or the extended time allowed in writing by the City.

Failure by the Contractor to complete any of the above works to the satisfaction of the City by the respective specified completion dates shall render the Contractor liable for Liquidated Damages.

### **23.0 Form of Contract**

The successful bidder will be required to enter into a Construction Contract Agreement with the City (Section 2. *Agreement*)

### **24.0 Bidding on alternatives**

Products and methods used and/or specified in these bid documents are intended to establish a standard of quality and are not meant to exclude alternative products or methods.

When a request to substitute an allegedly equal material or equipment is made to the City, the City may approve the substitution either as an equal or an alternate. If an item is approved as an equal, the Bidder may use that item in place of the specified item. If the item is approved as an alternate, the Bidder shall base its Bid Price upon the specified item and shall indicate in its Bid the reduction in price which shall apply if use of the alternate item is allowed.

Bidders shall include in their bid prices for any changes required in design or in the work of other trades to accommodate such alternatives. Any later claims for an addition to the Contract Price because of changes in design or in the work required by incorporating the alternatives into the work will be rejected.

Alternatives that are ambiguous or do not contain sufficient information to allow the City to properly evaluate the products of execution proposed may be rejected. Bidders may list such

## SECTION 3. INSTRUCTIONS TO BIDDERS

Alternatives in the bid form and shall provide an Alternative Price should the Alternative be accepted. Acceptance of any Alternative is at the sole discretion of the City.

The City shall consider alternatives, provided that:

- A. The Alternatives are priced clearly and separately from the base Bid (Use *Bidder's Proposed Alternatives* in Bid Form);
- B. Clearly identifying the specified product or method of execution, and the proposed alternative product or method of execution;
- C. Submitted sufficient information to enable the City to properly evaluate the alternative proposal. Such information to include specifications, product literature, samples, photographs, and other pertinent data to completely describe products or execution proposed, including optional features, finishes, materials and sizes.

To facilitate evaluation of alternates the City reserves the right to:

- Request additional information;
- Extend the time to review.

### **25.0 Soil information**

Soil information is not relevant to this contract.

### **26.0 Site meeting**

Site meeting may be arranged upon request.

### **27.0 Completion date**

The City requires completion of the works by the 31<sup>st</sup> October 2018 due to concerns with the failing integrity of the standpipe, which currently maintains distribution system pressure.

The Contractor is to provide their proposed schedule.

### **28.0 Order of Precedence of Contract Documents**

The documents in the contract have the following order of precedence:

1. Agreement (Section 2)
2. Instruction to Bidders (Section 3)
3. Supplementary Conditions (Section 6)
4. Schedule of Unit Prices
5. Bid Form

SECTION 3. INSTRUCTIONS TO BIDDERS

6. Any other documents forming part of the contract

END

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MORDEN WTP PUMP BYPASS PROJECT  
CONTRACT 9301B  
SECTION 4. BID FORM

---

NOTE: Keep a second copy of this section as part of this Contract.

**BID FORM**  
for  
**MORDEN WTP PUMP BYPASS PROJECT**  
**CONTRACT 9301B**  
City of Morden, Manitoba

TO: City of Morden  
Operations: Engineering  
100-195 Stephen Street  
Morden, MB, R6M 1V3

1. We, \_\_\_\_\_ (*Contractor*) do hereby offer to provide all materials, labour, products, equipment and services to complete all works of the above project in accordance with the drawing and specifications including Addenda numbered \_\_\_\_ to \_\_\_\_ for the selected Sections as indicated in the Schedule of Unit Prices, for the estimate sum as indicated in Schedule of unit prices submitted.  
**Bid Form** (carried from summary) **includes ALL taxes except GST**
2. We acknowledge that the City reserves the right to accept or reject any part of the offer or the complete offer, and that the City will issue the successful bidder, or bidders if the offers received are to be awarded partially, written Letter(s) of Authorization. We agree that the City reserves the right to enter into a Contract for any Section, or all, of the areas of work detailed in the drawings and in the Schedule of Unit Prices and to limit the extent of the work if necessary.
3. We, having examined and read the Bid Documents, and having visited the Places of Work and examined all conditions affecting the Work, are satisfied that we understand the Bid Documents and declare ourselves competent to perform the Work, and do hereby irrevocably bid and agree to perform the Work in accordance with the Bid Documents, and submit the following Schedule of Unit Prices which include all labour, materials, products, equipment, services, and respective overhead, profit, taxes (excluding GST), disbursements, and related charges, to complete all work in accordance with the drawings and specifications for the selected Sections as indicated in the Schedule of Unit Prices, with any adjustments that are made in accordance with the provisions of the Contract.
4. Where the Bid Price is a lump sum and there is a discrepancy between the numerical and alphabetical Bid Price, the alphabetical Bid Price shall be considered as representing the intention of the Bidder.
5. This Bid is irrevocable, and open for acceptance by the City, for the Bid Period. Upon acceptance of this Bid, the City shall issue the Notice of Acceptance to the Bidder. Communication to the Bidder of the Notice of Acceptance by delivery, facsimile or posting by prepaid mail shall constitute acceptance of this Bid.



## SECTION 4. BID FORM

6. Within seven (7) Days from the date of receipt of the Contract Documents, the Bidder shall execute and return the Agreement, together with the Contract Security required pursuant to **Clause 5** of the Instructions to Bidders, to the City. Should the Bidder fail to execute and return the Agreement and Contract Security as aforesaid, whether any other bid has previously been accepted or not, the Bid Security shall be forfeited to the City and the City shall be entitled to withdraw the Notice of Acceptance. The forfeiture of the Bid Security shall not be construed as a waiver of any rights or remedies which the City may have against the Bidder for loss or damage incurred or suffered in excess of the amount of the Bid Security.
7. The Agreement shall be dated as of the date of the Notice of Acceptance.
8. The Bidder shall perform the Work in such manner to complete the Work by the date indicated in the bid and as accepted as such by the City but not later than stated in Section 3.27.
9. No person, firm or corporation other than the Bidder has any interest in this Bid or in the proposed Contract for which this Bid is made and to which it relates. This Bid is made by the Bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a bid for the same Contract and is in all respects fair and without collusion or fraud.
10. The prices quoted in this Bid are valid and open for acceptance by the City for a period of sixty (60) calendar days from the time stated for the closing of receipt of Bid.
11. The Bidder acknowledges that the descriptions in the Schedule of Unit Prices are intended as summaries of the Work solely for establishing Contract Prices, and do not restrict or modify any specification sections.
12. The Bidder also agrees as follows:
  - 12.1 Where quantities are Included in this Bid Form and unit prices are requested, it is understood that:
    - 12.1.1 the estimates of quantities shown in the unit price tables contained in this Bid Form are approximate only and for the sole purpose of comparing Bids;
    - 12.1.2 the actual quantities involved in carrying out the Work may be greater or less than the said estimates of quantities set forth in this Bid Form; though expected to be within 20%;
    - 12.1.3 in arriving at the unit prices set forth in this Bid Form, the Bidder has made its own estimates of the respective quantities involved and has not relied solely upon the estimates set forth in this Bid Form;
    - 12.1.4 except as otherwise set forth in Bid Documents, payment for Work carried out on a unit price basis shall be made on the basis of actual quantities as determined by the City at the unit prices set forth in this Bid Form for each respective item of unit price Work, which shall be compensation in full for such Work notwithstanding variations between actual and estimated quantities. If there is a discrepancy found between the total Bid Price as determined by extending the unit prices bid multiplied by the quantities shown in the Bid Form and the total Bid Price as indicated herein, the extension of the unit prices shall be used for determination of the actual Bid Price;

## SECTION 4. BID FORM

12.1.5 except as otherwise set forth in Bid Documents, no claim shall be made by the Bidder against the City or the City on account of any loss of anticipated profits, for delays in the completion of the Work or any portion of the Work or for any other matter or thing arising from or related, directly or indirectly, to any variation between the estimated quantities set forth in this Bid Form and the actual quantities as determined by the City;

12.1.6 SECTION G Concrete Sidewalks is subject to the City's success in funding applications with funding agencies. The City's available budget may be impacted by 25%. As such, the City will prioritize the order of the works and, in the event of an unsuccessful funding application, may reduce the scope of the works accordingly.

### 13. SCHEDULE OF UNIT PRICES

The following are Unit Prices for all Sections for the Work listed hereunder. The Bidder may Bid on any Section or all Sections. The City reserves the right to award any Section to any Bidder considering the prices for each Section and pursuant to Clause 2 of the Instructions to Bidders.

## SECTION 4. BID FORM

Item Description		Specification Reference	Qty.	Unit	Unit Price (\$)	Total Price (\$)
1.	Core New Hole In Ex Clearwell For 250ø Piping C/W Link-Seal	Sect 16	1	LS	\$	\$
2.	Remove Existing Piping & Check Valve	Sect 16	1	LS	\$	\$
3.	Supply & Install: SCH10-316 Stainless Steel Piping C/W Tie-in to Existing Piping	Sect 16	1	LS	\$	\$
4.	Supply & Install: 250ø Butterfly & Flap Style Check Valves	Sect 16	1	LS	\$	\$
5.	Install Only: E+H Flow Meter	Sect 16	1	LS	\$	\$
6.	Electrical Controls: Tie-in new Meter and Check Valve to Controls	Sect 16	1	LS	\$	\$
7.	Testing & Commissioning	Sect 16	1	LS	\$	\$
<b>SubTOTAL</b>					\$	
<b>GST (5%)</b>					\$	
<b>TOTAL</b>					\$	
<i>All prices to include PST but exclude GST</i>						

**Bidder Signature**







## 16. GENERAL CONDITIONS & SPECIFICATIONS

16.1 These General Conditions & Specifications apply to all works unless specifically stated otherwise. Contractors should plan their works accordingly, considering these terms and conditions as integral with the tender documents and all associated plans and specifications. Where there is a discrepancy between these documents and a referenced specification, the term and conditions contained herein shall govern.

16.2 All plans, specifications, and other documents referenced herein, attached, amended and appended hereto are hereby incorporated with this tender.

### 16.3 **Materials & Specifications**

All materials are to be selected and installed according to the manufacturer's specifications.

- a. Pipe shall be Schedule 10-316 Stainless Steel.
- b. Use Link-Seal LS-475-14 for a 250mm hole diameter.
- c. Butterfly & Check Valves: provide proposed specification for approval.

The Engineer may specify substitute valves, and the difference in cost between the two valves will be the basis for payment.

### 16.4 **Disinfection**

All pipes and appurtenances must be sprayed or swabbed with chlorine solution, inspected and approved by the Engineer before tie-in.

### 16.5 **Schedule & Tie-In Procedures**

To complete this project, the City must shut down direct supply to the distribution system, and supply water and pressure entirely using the existing standpipe. The standpipe supplies all the City except for the beach and campground. The Contractor must provide their schedule tie-in procedure for review and approval by the Engineer before commencing any works. The Engineer may require changes and adjustments to the Contractor's proposed procedure, at the Engineer's discretion.

If the Contractor's schedule is such that we must complete the tie-in before the end of the campground season, the City will arrange to continue service during the shut-down.

The Contractor's proposed schedule and tie-in procedure must include the following:

- a. The works must be completed by 31 October 2018;
- b. The Contractor must provide a contingency plan to restore full service to the distribution in case of an emergency or some other reason that the Contractor is unable to complete the works during the scheduled time;
- c. The Contractor must complete the tie-in during the hours of 11pm to 6am. Service must be restored by 6am without exception, the City will monitor distribution system

pressure and demand and give sufficient warning if we require service restoration before 6am.

16.6 **Commissioning**

Note the following regarding commissioning:

- a. The new meter must be connected to the PLC. The Contractor's installation price is to include the necessary electrical connections to the controls system. The City will arrange for changes to the SCADA, including any necessary programming.
- b. The butterfly valve must be connected to the PLC, only to show valve position. The City will arrange for changes to the SCAD, including any necessary programming.
- c. The Engineer will inspect the completed works and test all completed pipe according to MWSB specifications. The City will test pipe before filling the clearwell and inspect for any signs of leakage through the new valves. The Contractor must ensure that the clearwell connection is sealed and showing no signs of leaking after refilling of the clearwell.

END

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CONCRETE WORKS 2018  
 CONTRACT 1-18  
 SECTION 5. DEFINITIONS

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The following words and terms, unless context indicates otherwise, in all Contract Documents, shall have the meanings set out below:

- B. "ADDENDA" means any supplemental written specifications, instructions, or drawings issued prior to the execution of the Agreement, modifying or interpreting the Contract Documents.
- C. "AGREEMENT" means the agreement set out in Section 2.
- D. "BIDDER" means the person, persons, partnership, or corporation that submits a Tender for the proposed works.
- E. "CITY" means the party identified in Section 2. *Agreement* as the "City".
- F. "CHANGE ORDER" is a written amendment to the Contract prepared by the City and signed by the City and the Contractor stating their agreement upon:
  - a change in the Work;
  - the method of adjustment or the amount of the adjustment in the Contract Price, if any; and
  - the extend of the adjustment in the Contract Time, if any.
- G. "CONTRACT" is the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.
- H. "CONTRACT DOCUMENTS" consist of those documents listed in Section 2. *Agreement* and amendments agreed upon between the parties.
- I. "CONSTRUCTION EQUIPMENT" means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the Work but is not incorporated into the Work.
- J. "CONTRACT PRICE" means the price set in Section 4. *Bid Form*.
- K. "CONTRACTOR" means the party identified in Section 2. *Agreement* as the "Contractor".
- L. "DEFICIENCY LIST" means the list of defective, deficient or incomplete items necessary for the completion of the works.
- M. "DOWN TIME" means any time that the Contractor is unable to work due to unforeseen circumstances.
- N. "ENGINEER" means and includes the Engineer of the City and any other person duly authorized to act as Engineer or to represent the Engineer on behalf of the City.
- O. "EXTRA WORK" means any work required by the Contractor to complete the Works that are not included in the unit rates of the Contract, or could not have been reasonably foreseen at the time of Tender.
- P. "MAINTANANCE PERIOD" means the period of time specified herein for which the Contractor shall be held responsible for the guarantee of workmanship for those works completed by, for, or on behalf of, the Contractor in the fulfillment of the requirements of the Contract Documents.
- Q. "NOTICE OF ACCEPTANCE" means the written notice to the Contractor to proceed with the works outlined in the Contract Documents.

## SECTION 5. DEFINITIONS

- R. "PRODUCT" means materials, machinery, equipment, and fixtures forming the Work, but does not include Construction Equipment.
- S. "SUBCONTRACTOR" is a person or entity having a direct contact with the Contractor to perform a part or parts of the Work, or to supply Products worked to a special design for Work.
- T. "SUBSTANTIAL COMPLETION" means that the work has been sufficiently completed such that it is ready for use or is being used for its intended purpose and the work is capable of completion. It is based on inspection, valuation of outstanding work based on Contract Price. If Deficiency List/outstanding work value is less than 10-20% then the City will issue a Certificate of Substantial Completion.
- U. "SUPPLIER" is a person or entity having a direct contact with the Contractor to supply Products not worked to a special design for the Work.
- V. "WORK" means the total construction and related services required by the Contract Documents.

CONCRETE WORKS 2018  
CONTRACT 1-18  
SECTION 6. SUPPLEMENTARY CONDITIONS

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- SC 1.0 GENERAL**
- SC 2.0 SCOPE OF WORK**
- SC 3.0 DELETION OF WORK**
- SC 4.0 DIRECTION OF WORK**
- SC 5.0 EXTRA WORK**
- SC 6.0 DOWN TIME**
- SC 7.0 NIGHT WORK**
- SC 8.0 MAINTENANCE**
- SC 9.0 LAYING OUT WORK**
- SC 10.0 CHANGES TO DRAWINGS**
- SC 11.0 SITE REVIEW**
- SC 12.0 PERMITS**
- SC 13.0 PROTECTION AND SAFETY PRECAUTIONS**
- SC 14.0 CO-OPERATION WITH OTHERS**
- SC 15.0 TRAFFIC CONTROL AND MAINTENANCE OF ACCESS**
- SC 16.0 DUST NUISANCE**
- SC 17.0 NOISE ELIMINATION**
- SC 18.0 EXISTING SERVICES AND UTILITIES**
- SC 19.0 CONTRACTOR TO NOTIFY UTILITIES AND OTHER AUTHORITIES**
- SC 20.0 HYDRO, GAS AND M.T.S. LINES**
- SC 21.0 CLEARING OF SITE**
- SC 22.0 EXISTING TREES, SHRUBBERY, ECT**
- SC 23.0 EASEMENTS**
- SC 24.0 DAMAGE TO STREETS AND STRUCTURES**
- SC 25.0 OPERATING VALVES ON WATERMANS**
- SC 26.0 SURFACE RESTORATION**
- SC 27.0 TEMPORARY UTILITIES**
- SC 28.0 WATER USED BY CONTRACTOR**
- SC 29.0 PROTECTION OF SURVEY BARS**
- SC 30.0 FINAL CLEAN-UP**

### **SC 1.0 General**

The Canadian Standard Construction Document CCDC 18 dated 2001 for Civil Works Contract, amended and supplemented as set forth herein after, governs the Work.

### **SC 2.0 Scope of Work**

The work shall consist of the installation of bypass piping, valves, and meter as detailed in the Contract Documents and the associated drawings.

### **SC 3.0 Addition and Deletion of Works**

The City reserves the right to delete portions of the tendered work, prior to contract award, if the project costs exceed the budgeted amount.

The City reserves the right to increase or decrease the quantity of any Unit Price item, alter the route or alignment and make any modifications to the quantities of the contract items that it deems necessary and in its best interest.

Approvals for some works may be subject to the City's success for funding approval or cost sharing agreements as noted elsewhere.

Such modifications and changes shall not constitute grounds to change the value of any unit prices agreed in the contract for these items.

### **SC 4.0 Direction of Work**

The Contractor shall carry out the Contract in such a manner that may appear to them as the most desirable, the City at their discretion may direct the order in which and points at which the work shall be undertaken. This control shall be exercised in the interests of the City and it is intended that an agreement be reached between all parties prior to the commencement of the Contract. A Schedule of Work shall be drawn up for this purpose by the Contractor.

### **SC 5.0 Extra Work**

When extra work is to be performed on a cost plus percentage basis, the amount to be paid shall be determined as follows:

- a) To the total of direct labour cost and materials cost, a fee of ten percent (10%) shall be added as full compensation for overhead and all other indirect costs and profit.  
Direct labour cost shall include wages, unemployment insurance, workmen's compensation, vacation pay, pension payments and other agreed fringe benefits.  
Material costs shall be at trade list or invoiced cost whichever is the lesser,
- b) Equipment cost shall be paid for at the rates agreed to by the City. No percentage shall be added to the agreed rates.

### **SC 6.0 Down Time**

In the event that the Contractor is unable to work on the project, the City may pay Down Time according to the following:

## SECTION 6. SUPPLEMENTARY CONDITIONS

- 6.1. It is the Contractor's responsibility to engage in other works to limit, or eliminate, Down Time. This may mean moving off-site to a different project or relocating to other works on the site. Down Time will not apply to the time required to move equipment and manpower around on the site;
- 6.2. That Down Time will be assessed on the basis of this Contract and may include a detailed review of all associated documents;
- 6.3. Down Time must be agreed and recorded by the Engineer and will apply to any equipment and labour actually on site and that are normally required for the work at hand. The City reserves the right to require a list of equipment and manpower, and associated hourly rates from the Contractor;
- 6.4. That Down Time will not apply to the time required by the Engineer to assess the conditions and claims unless this time exceeds one (1) hour.

### SC 7.0 Night Work

This clause does not apply.

### SC 8.0 Maintenance

- 8.1. The term "Maintenance" as used in these specifications does not include operation of the works or rectification of problems arising out of system operation; failures of Public Utilities; general wear and tear on operational equipment, tools, structures and appurtenances; or failures resulting from work performed by others. Continuous regrading and cleaning up streets, rights-of-way and other working areas necessitated by the use of such areas by others, weather conditions and other factors beyond the Contractor's control shall be considered as operational hazards, not maintenance.
- 8.2. Maintenance Requirements
  - 6.2.1 For the maintenance period the Contractor shall be responsible for faulty material and/or workmanship, for maintenance and corrections as a direct result of faulty material and/or workmanship.
  - 6.2.2 After due notification in writing to the Contractor, the City may proceed with correction of a fault at the expense of the Contractor. In emergency situations endangering life or public property, the City shall proceed with repairs and thereupon advise the Contractor of the failure. The resulting costs shall be paid by the Contractor.
  - 6.2.3 When submitting their Bid, the Contractor shall note that all his work, including any extra work as specified herein, shall be subject to the maintenance requirements.
- 8.3. Maintenance period is twenty-four (24) months from the date of substantial completion.

### SC 9.0 Laying out Work

- 9.1. The City will provide reference points to permit the Contractor to complete its own layout.
- 9.2. The City may, at Contractor's request, provide survey layout. The Contractor is responsible to check and confirm the accuracy for its use.

## SECTION 6. SUPPLEMENTARY CONDITIONS

- 9.3. The Contractor, upon entering the site for the purpose of beginning work, shall locate all reference points and take all necessary precautions to prevent their destruction. The Contractor shall pay all restoration charges for damaged legal survey bars, stakes, markers, etc.
- 9.4. Before commencing work, the Contractor shall satisfy themselves as to the meaning and correctness of all stakes, markers and grade sheets. The City is not to be held liable for mistakes, errors, omissions due to layout.

### SC 10.0 Changes to Drawings

- 10.1. The Contractor shall maintain one set of working drawings, shop drawings, details and specifications on the site at all times.
- 10.2. In the event of discovering any new site conditions that may affect the design, The Contractor must notify The City immediately.
- 10.3. If drawings are amended, replace originals with amended sheets.

### SC 11.0 Site Review

All workmanship and all materials furnished and supplied under the Specifications are subject to site review and testing by the City including all operations from the selection and production of materials through to final acceptance of the specified work. The Contractor shall be wholly responsible for the control of all operations notwithstanding any site review or approval that may have been previously given. The City reserves the right to reject any materials or works which are not in accordance with the requirements of the Specifications.

### SC 12.0 Permits

The Contractor shall comply with, and the work shall be carried out, subject to all regulations and orders made by any Municipal, Provincial, Federal or other governmental authority and applicable to the said work, and shall, at his own expense, obtain all necessary permits required.

### SC 13.0 Protection and Safety Precautions

1. The Contractor shall provide the necessary precautions to safeguard against any fire or explosion hazards during construction. The Contractor shall further provide adequate safety protection for personnel engaged in this work and for all others who are exposed to the work environment under this Contract.
2. Adequate and sufficient guards for the prevention of accidents shall be installed and maintained by the Contractor at the construction site. The Contractor shall further provide adequate and sufficient safety lighting at night and during periods of poor visibility.
3. In the event of an accident occurring at or on the works, the Contractor shall be bound to immediately provide such medical services, including ambulance, as shall ensure proper care being given to the injured party.
4. The Contractor shall assume full responsibility for, and be liable for, any loss, injury or damage incurred to abutting property, structures, vehicles, pedestrians and animals caused through neglect by the Contractor or his employees during construction operations.

### **SC 14.0 Co-operation with others**

The Contractor's attention is directed to the fact that other Contractors, the personnel of other utilities and the staff of the City may be working in the areas on or adjoining the site.

The activities of these agencies may coincide with the Contractor's execution of the work, and It will be the Contractor's responsibility to co-operate to the fullest extent with personnel working in the area, and such co-operation is an obligation of the Contractor under the terms of this Contract.

### **SC 15.0 Traffic Control and Maintenance of Access**

The City does not expect traffic control and access maintenance for this project.

### **SC 16.0 Dust Nuisance**

The City does not expect dust for this project.

### **SC 17.0 Noise Elimination**

The City will not restrict noise for this project.

### **SC 18.0 Existing Services and Utilities**

No responsibility will be assumed by the City for correctness or completeness of the Drawings with respect to the existing utilities, pipes or other objects either underground or on the surface, and the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

The City does not expect any issues with other utilities, but it is the Contractor's responsibility to confirm this onsite.

### **SC 19.0 Contractor to Notify Utilities and Other Authorities**

Whenever the work requires sub-cutting or any kind of excavation, the Contractor shall, before entering on the work, make application to each utility, or other authorities, not less than 48 hours written notice of the date on which work is to commence.

The Contractor shall maintain accurate record of these notifications. The City shall have access to these records.

### **SC 20.0 Hydro, Gas and MTS Lines**

The Contractor shall make themselves fully aware of the conditions in the work area prior to submitting his Bid and no payment will be made for any work required as per this item.

### **SC 21.0 Preparing & Clearing of Site**

## SECTION 6. SUPPLEMENTARY CONDITIONS

The Contractor shall make themselves fully aware of the conditions in the work area and any site preparation required prior to submitting their Bid and no payment will be made for any work required as per this Item.

### **SC 22.0 Existing Trees, Shrubbery**

This clause does not apply.

### **SC 23.0 Easements**

This clause does not apply.

### **SC 24.0 Existing Services and Utilities**

This clause does not apply.

### **SC 25.0 Operating Valves on Watermain**

Upon receipt of adequate notice, City work forces shall turn existing watermains off and on as required for the Contractor, at no cost to the Contractor. At no time shall the Contractor operate the valves on the existing watermain system or new valves tied into the existing system.

### **SC 26.0 Surface Restoration**

This clause does not apply.

### **SC 27.0 Temporary Utilities**

The Contractor will be required to make their own arrangements in connection with the temporary use of lighting, power, gas, sewer, water or other utilities, and pay all costs in connection therewith. All necessary permits, fees, etc., as well as the cost of temporary connections to existing facilities shall be arranged for and paid for by the Contractor.

### **SC 28.0 Water Used By Contractor**

Water for use by the Contractor, shall be obtained from the City at the prevailing rates. The Contractor shall arrange with the City as to the hydrants available for their use. Other sources of water may be used only after special written permission has been received from the City. The City may meter used water for accounting or billing purposes.

### **SC 29.0 Protection of Survey Bars**

This clause does not apply.

### **SC 30.0 Final Clean-Up**



## SECTION 6. SUPPLEMENTARY CONDITIONS

At the completion of the construction work, all areas on which work has been done shall be left in a neat and presentable condition. The Contractor, at their own expense, shall be responsible for off-site disposal of all surplus material.

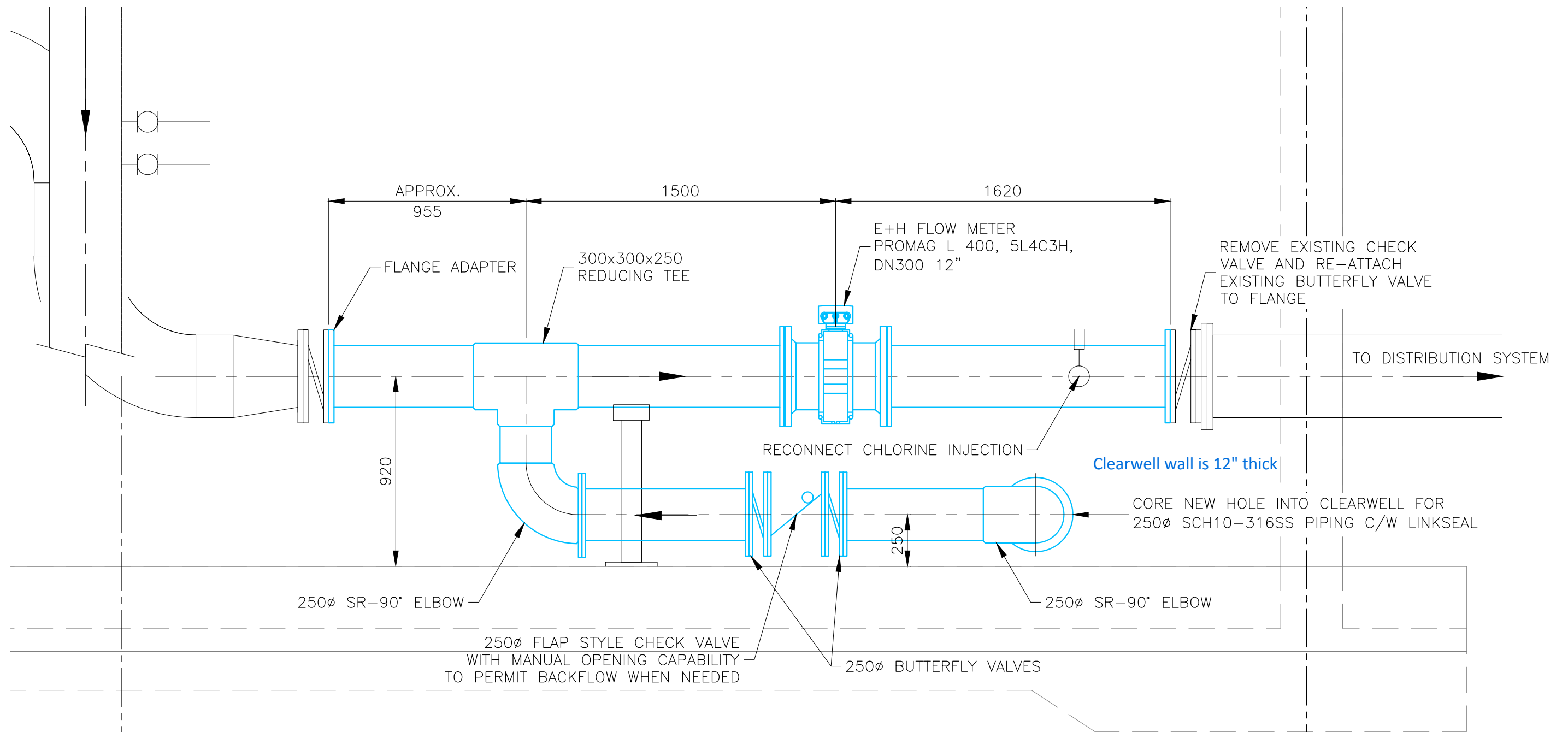
END

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CONCRETE WORKS 2018  
CONTRACT 1-18

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# SECTION 7 SPECIFICATIONS



250ø SR-90° ELBOW

250ø FLAP STYLE CHECK VALVE WITH MANUAL OPENING CAPABILITY TO PERMIT BACKFLOW WHEN NEEDED

250ø BUTTERFLY VALVES

250ø SR-90° ELBOW

NOTE:

ALL PIPING TO BE SCH10 - 316 STAINLESS STEEL

**jdb project engineering inc.**

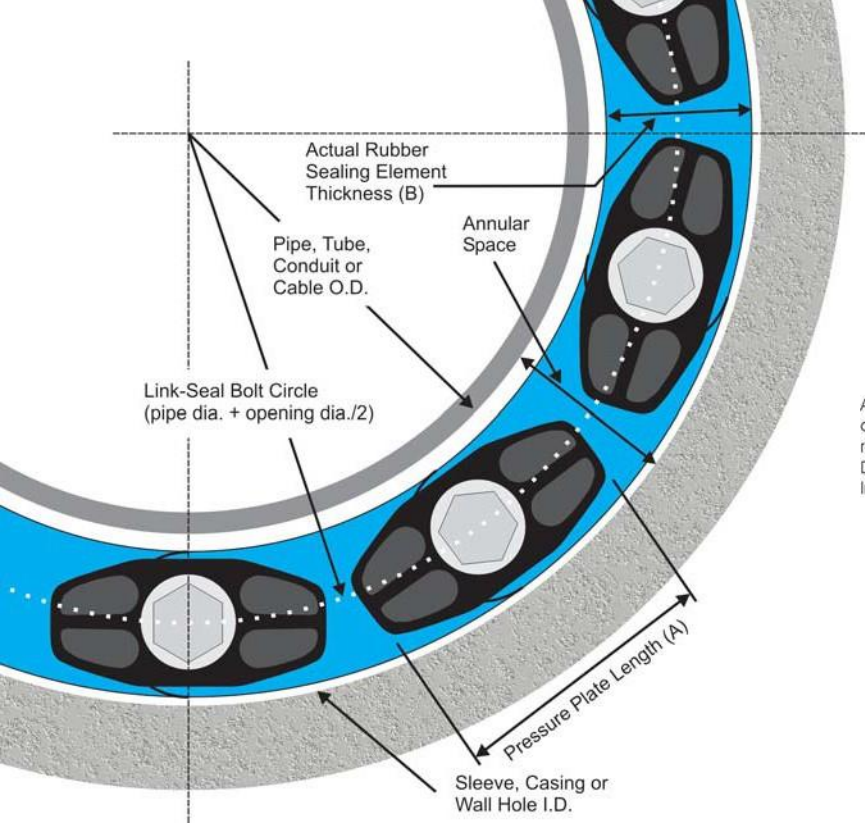
OFFICE: ROBILIN PLAZA, 1-880L - 15TH STREET, WINKLER, MB, R6W 0H5  
 PH: 204-331-4440 EMAIL: jbotha@jdbprojects.ca



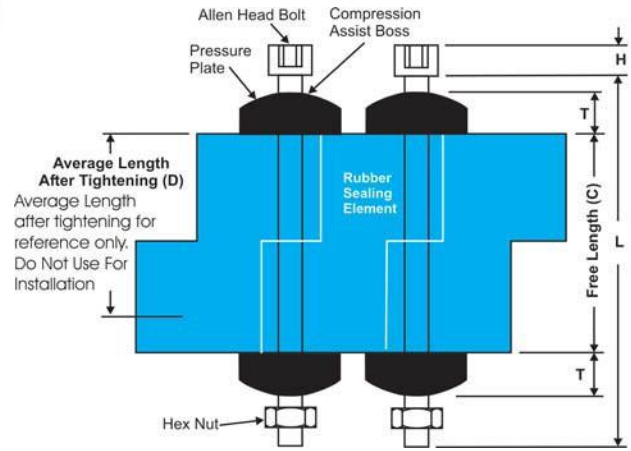
100-195 STEPHEN ST. MORDEN, MB.  
 PHONE: (204) 822-4344

01	REVIEW		18/03/21
REVISION	ISSUED FOR		DATE
PROJECT: MORDEN PHASE1 CAPITAL IMPROVEMENT			
TITLE: BYPASS PIPING DETAILS			
DESIGNED BY: NG	REVIEWED BY: JB	FIELD BOOK: NONE	SHEET NO: 01
DRAWN BY: NG	DATE: 18/03/21	SCALE: 1:100	DRAWING NO: 037

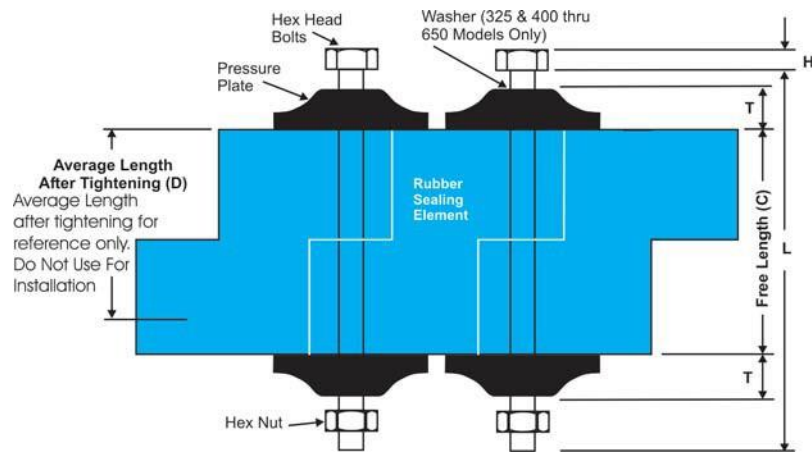




**For LS-200 through LS-315**



**For LS-325 through LS-650**



**Technical Data  
Submittal Sheet  
Supplement 02/16/16**

**\*Dimensional Data for Models C, L, O, S-316. LS-316 and OS-316**

LINK-SEAL MODEL NO.	RUBBER SEALING ELEMENT			PRESSURE PLATE		BOLT				WEIGHT FOR 10 LINK SECTION (LBS)	MIN. REQUIRED SEATING WIDTH
	ACTUAL THICKNESS (B)	FREE LENGTH (C)	AVG. LENGTH AFTER TIGHTENING (D)	(A)	(T)	ALLEN HEAD HEX ACROSS FLATS	(H)	THREAD SIZE	(L)		
LS-200-*	0.48"	1.75"	1.38"	1.06"	0.31"	4mm Allen (0.157")	4.95mm (0.195")	M5-0.8	70mm (2.755")	0.70	2.25"
LS-275-*	0.61"	1.75"	1.38"	0.97"	0.31"	4mm Allen (0.157")	4.95mm (0.195")	M5-0.8	70mm (2.755")	0.75	2.25"
LS-300-*	0.69"	2.37"	1.87"	1.56"	0.44"	6mm Allen (0.236")	7.87mm (0.310")	M8-1.25	90mm (3.543")	2.15	3.00"
LS-315-*	0.81"	2.37"	1.87"	1.44"	0.44"	6mm Allen (0.236")	7.87mm (0.310")	M8-1.25	90mm (3.543")	2.30	3.00"
LS-325-*	0.88"	2.63"	2.00"	3.13"	1.00"	13mm (0.511")	5.30mm (0.215")	M8-1.25	90mm (3.543")	5.50	4.00"
LS-340-*	1.00"	2.70"	2.25"	1.48"	0.66"	13mm (0.511")	5.30mm (0.215")	M8-1.25	120mm (4.720")	3.30	4.00"
LS-360-*	1.24"	2.70"	2.25"	2.05"	0.77"	13mm (0.511")	5.30mm (0.215")	M8-1.25	120mm (4.720")	5.10	4.00"
LS-400-*	1.38"	3.50"	2.75"	3.50"	1.06"	17mm (0.669")	6.40mm (0.250")	M10-1.5	130mm (5.118")	12.00	5.00"
LS-410-*	1.43"	3.37"	2.87"	2.52"	0.88"	17mm (0.669")	6.40mm (0.250")	M10-1.5	130mm (5.118")	8.20	5.00"
LS-425-*	1.06"	3.00"	2.25"	3.50"	1.19"	17mm (0.669")	6.40mm (0.250")	M10-1.5	130mm (5.118")	10.00	5.00"
LS-475-*	1.56"	3.38"	2.63"	2.63"	0.88"	17mm (0.669")	6.40mm (0.250")	M10-1.5	130mm (5.118")	10.00	5.00"
LS-500-*	2.25"	3.75"	2.75"	3.63"	1.06"	19mm (0.748")	7.50mm (0.300")	M12-1.75	140mm (5.511")	22.50	5.00"
LS-525-*	2.06"	3.75"	2.87"	3.63"	1.06"	19mm (0.748")	7.50mm (0.300")	M12-1.75	140mm (5.511")	21.00	5.00"
LS-575-*	1.81"	3.75"	3.00"	3.00"	1.00"	19mm (0.748")	7.50mm (0.300")	M12-1.75	140mm (5.511")	15.50	5.00"
LS-615-*	3.09"	4.00"	3.00"	6.00"	1.90"	24mm (0.944")	12.50mm (.490")	M12-2	180mm (7.086")	60.60	6.00"
LS-650-*	2.71"	3.98"	3.00"	3.96"	1.19"	19mm (0.748")	7.50mm (0.300")	M12-1.75	140mm (5.511")	26.10	6.00"





# Link-Seal® Modular Seal Model Properties

## with EPDM Seal Elements



**EPDM (Black)  
EPDM (Blue) Low Durometer**

**Model “C” or “L” Link-Seal Modular Seal**  
Suitable for use in water, direct ground burial and atmospheric conditions. Provides electrical isolation where cathodic protection is required.  
**Type:** Standard  
**Seal Element:** EPDM (Black) or EPDM (Blue)  
**Pressure Plates:** Reinforced Nylon Polymer  
**Bolts & Nuts:** Steel with 2-part Zinc Dichromate & proprietary corrosion inhibiting coating.  
**Temp. Range:** -40 to +250°F (-40 to +121°C)\*

**Model “S-316” or “LS-316” Link-Seal Modular Seal**  
For chemical processing & waste water treatment. EPDM rubber is resistant to most inorganic acids and alkalis, some organic chemicals (acetone, alcohol, ketones).  
**Type:** Stainless  
**Seal Element:** EPDM (Black) or EPDM (Blue)  
**Pressure Plates:** Reinforced Nylon Polymer  
**Bolts & Nuts:** 316 Stainless Steel  
**Temp. Range:** -40 to +250°F (-40 to +121°C)\*

\* = Sustained operation near temperature limits may affect life expectancy.

## with Nitrile Seal Elements



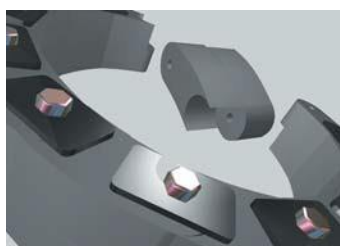
**Nitrile (Green)**

**Model “O” Link-Seal Modular Seal**  
Nitrile rubber is resistant to oils, fuel and many solvents (gasoline, motor oil, kerosene, methane, jet fuel, hydraulic fluid, water, etc.).  
**Type:** Oil Resistant  
**Seal Element:** Nitrile (Green) Note: Not U.V resistant.  
**Pressure Plates:** Reinforced Nylon Polymer  
**Bolts & Nuts:** Steel with 2-part Zinc Dichromate & proprietary corrosion inhibiting coating.  
**Temp. Range:** -40 to +210°F (-40 to +99°C)\*

**Model “OS-316” Link-Seal Modular Seal**  
Combination of oil resistant rubber and stainless steel hardware.  
**Type:** Oil Resistant  
**Seal Element:** Nitrile (Green) Note: Not U.V resistant.  
**Pressure Plates:** Reinforced Nylon Polymer  
**Bolts & Nuts:** 316 Stainless Steel  
**Temp. Range:** -40 to +210 °F (-40 to +99°C)\*

\* = Sustained operation near temperature limits may affect life expectancy.

## with Silicone Seal Elements



**Silicone (Grey)**

**Model “T” Link-Seal Modular Seal**  
Silicone rubber is ideal for temperature extremes. The “T” model is one-hour Factory Mutual approved.  
**Type:** High/Low Temperature  
**Seal Element:** Silicone (Grey)  
**Pressure Plates:** Steel Zinc Dichromate  
**Bolts:** Steel with 2-part Zinc Dichromate & proprietary corrosion inhibiting coating.  
**Temp. Range:** -67 to +400°F (-55 to +204°C)\*

**Model “FD/FS” Link-Seal Modular Seal**  
Double seal for added protection.  
**Type:** Fire Seals  
**Seal Element:** Silicone (Grey)  
**Pressure Plates:** Steel zinc dichromate  
**Bolts:** Steel with 2-part Zinc Dichromate proprietary corrosion inhibiting coating.  
**Temp. Range:** -67 to +400°F (-55 to +204°C)\*  
NOTE: Sustains a constant temp. of 325°F. (163° C.)

\* = Sustained operation near temperature limits may affect life expectancy.

### Material Properties of Link-Seal Modular Seal Elements

PROPERTY	ASTM METHOD	EPDM (EPDM L)	NITRILE	SILICONE
Hardness (shore A)	D-2240	50 ±5 (40 ±5)	50 ±5	50 ±5
Tensile	D-412	1450 psi	1300 psi	860 psi
Elongation	D-412	400%	300%	250%
Compression Set	S-395	15% 22 hrs. @ 158°F (70°C)	45% 22 hrs. @ 212°F (100°C)	40% 22 hrs. @ 350°F (177°C)
Specific Gravity	D-297	1.10	1.15	1.40

### Material Properties of Composite Pressure Plates

PROPERTY	ASTM METHOD	VALUE
Izod Impact - Notched	D-256	2.05 ft-lb/in
Tensile Strength @ Yield	D-638	20,000 psi
Tensile Strength - Break	D-638	20,250 psi
Flexural Strength @ Yield	D-790	30,750 psi
Flexural Modulus	D-790	1,124,000 psi
Elongation, Break	D-638	11.07%
Specific Gravity	D-792	1.38
Moisture Content	--	0.18%

### Bolt & Nut Specifications

**Standard: Carbon Steel**  
Carbon steel, zinc dichromate per ASTM B633, with an additional corrosion inhibiting proprietary organic coating. (Passes 1470 hour salt spray test)  
Tensile Strength = 60,000 psi, minimum.

**Option: Stainless Steel**  
ANSI Type = 316, Per ASTM F593-95  
Tensile Strength = 85,000 psi, average.



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