



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 135-2012**

**2012 WATERMAIN RENEWALS CONTRACT 1**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2012 WATERMAIN RENEWALS CONTRACT 1

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 20, 2012.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment..

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **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 Bid Opportunity, 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.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- 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 Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely 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/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

## **B7. BID COMPONENTS**

- B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Bid Security
    - (i) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B8. BID**
- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
  - (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- 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, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:

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

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed 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.

B9.2 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).

## **B10. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B10.2 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 <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 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); and

- (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with Appendix A.

B10.4 Further to B10.3(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) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment 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/>)

B10.5 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.

B10.6 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.

## **B11. BID SECURITY**

B11.1 The Bidder shall provide bid security in the form of:

- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
- (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.

B11.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B11.1.2 All signatures on bid securities shall be original.

B11.1.3 The Bidder shall sign the Bid Bond.

B11.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B11.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B11.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B11.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B11.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.



B11.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

B12.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.

B12.1.1 Bidders or their representatives may attend.

B12.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B11 will not be read out.

B12.2 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 Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B12.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B13. IRREVOCABLE BID**

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.

B13.2 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 performance security 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.

## **B14. WITHDRAWAL OF BIDS**

B14.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

## **B15. EVALUATION OF BIDS**

B15.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B15.4 Further to B15.1(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.

B15.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B15.4.2 Further to B15.1(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. AWARD OF CONTRACT**

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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 responsible and qualified, and the Bids are determined to be responsive.

B16.2.1 Without limiting the generality of B16.2, 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.

**B16.3** Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.

**B16.3.1** Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the renewal of various watermains in the City of Winnipeg.

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

- (a) Installation of approximately 1430 metres of 150 to 300 mm diameter PVC watermain pipe by trenchless methods;
- (b) Abandonment or removal of existing watermains, hydrants, and valves;
- (c) Installation of valves and hydrants;
- (d) Reconnection or renewal of water service connections;
- (e) Restoration of pavement and boulevard areas.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is AECOM Canada Ltd., represented by:  
Greg Karman, C.E.T.  
Project Coordinator  
99 Commerce Drive, Winnipeg Manitoba R3P 0Y7  
Telephone No.(204) 477-5381  
Facsimile No. (204) 284-2040

D3.2 At the pre-construction meeting, Mr. Karman will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B7.8

#### **D4. CONTRACTOR'S SUPERVISOR**

D4.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;

- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

## **D6. NOTICES**

D6.1 Except as provided for in C23.2.2, 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.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.

D6.3 Notwithstanding C21, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

D6.4 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

## **D7. FURNISHING OF DOCUMENTS**

D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

### **D9. SAFE WORK PLAN**

D9.1 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.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg,

Corporate Finance, Materials Management Division website at  
<http://www.winnipeg.ca/matmgt/Safety/default.stm>

## **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D11. PERFORMANCE SECURITY**

D11.1 The Contractor shall provide and maintain performance 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 H2: 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.

D11.1.1 Where the performance 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 performance security.

D11.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B11.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

## **D12. SUBCONTRACTOR LIST**

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

## **D13. DETAILED WORK SCHEDULE**

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C:4.1 for the return of the executed Contract.

D13.2 The detailed work schedule shall consist of the following:

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

D13.3 Further to D13.2, the schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path. For each block of watermain renewals, include:

- (a) Installation of temporary services;
- (b) Testing of temporary services;
- (c) Construction of watermain renewals;
- (d) Pressure Testing and Disinfections;
- (e) Final tie-ins;
- (f) Pavement restorations;
- (g) Boulevard restorations.

D13.4 Further to D13.3, the initial schedule submitted may include the detailed tasks for the initial street or streets that the Contractor intends to commence on, and general detail of the schedule of the remaining streets. At least 5 working days prior to commencing a new street, the Contractor shall submit a detailed schedule including all tasks identified in D13.3 for the upcoming street.

## **SCHEDULE OF WORK**

### **D14. COMMENCEMENT**

D14.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D14.2 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 D8;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the Safe Work Plan specified in D9;
  - (iv) evidence of the insurance specified in D10;
  - (v) the performance security specified in D11; and
  - (vi) the Subcontractor list specified in D12.
- (vii) the detailed work schedule specified in D13.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.



D14.3 Notwithstanding the requirements of D15 Sequence of Work, commencement of the Work shall be at the discretion of the Contractor provided the commencement date will allow the achievement of the Critical Stages of the work in accordance with D16, Substantial Performance of the work in accordance with D17 and Total Performance of the work in accordance with D18.

D14.4 The City intends to award this Contract by April 27, 2012

D14.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

## **D15. SEQUENCE OF WORK**

D15.1 Further to C6.1, the sequence of work shall comply with the following:

D15.1.1 Watermain construction on Tache between Rue Masson and 138m South of De La Cathedrale Avenue shall not commence before July 1, 2012.

D15.1.2 Watermain construction on Tache at the emergency entrance to St. Boniface General Hospital (Thomas Berry) shall not commence before July 1, 2012. Final watermain tie-in at the emergency entrance to St. Boniface General Hospital (Thomas Berry) must not commence until completion and final connections of the watermains on Tache Avenue between Rue Masson and 138m South of De La Cathedrale Avenue.

## **D16. CRITICAL STAGES**

D16.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Construction of the Work on Fermor Avenue must be complete, including testing and restoration by June 15, 2012.
- (b) Construction of the Work on Pulberry Street must be complete, including testing and restoration by June 30, 2012.
- (c) Construction of the Work on Provencher Boulevard must be complete, including testing and restoration by July 15, 2012.
- (d) Construction of the Work on Tache Avenue between Rue Dumoulin and Rue La Verendrye must be complete, including testing and restoration by July 30, 2012.
- (e) Construction of the Work on Tache Avenue between Rue Masson and 138m South of De La Cathedrale Avenue must be complete, including testing and restoration by August 14, 2012.
- (f) Construction of the Work on Tache Avenue at the emergency entrance to St. Boniface General Hospital (Thomas Berry) must be complete, including testing and restoration by August 28, 2012.

## **D17. SUBSTANTIAL PERFORMANCE**

D17.1 The Contractor shall achieve Substantial Performance within fifty-five (55) consecutive Working Days of the commencement of the Work as specified in D14.

D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D17.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

## **D18. TOTAL PERFORMANCE**

- D18.1 The Contractor shall achieve Total Performance within sixty-five (65) consecutive Working Days of the commencement of the Work as specified in D14.
- D18.2 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.
- D18.3 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.

## **D19. LIQUIDATED DAMAGES**

- D19.1 If the Contractor fails to achieve any Critical Stage in accordance with the Contract by the dates stated in D16, the Contractor shall pay the City one thousand dollars (\$1,000) per Working Day for each and every Working Day following the dates fixed for Critical Stages during which such failure continues.
- D19.2 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one thousand two hundred and fifty dollars (\$1,250) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D19.3 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City seven hundred and fifty dollars (\$750) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D19.4 The amount specified for liquidated damages in D19.1, D19.2 and D19.3 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Critical Stages, Substantial Performance, and Total Performance by the days fixed herein for same.
- D19.5 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D20. SCHEDULED MAINTENANCE**

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Landscaping Maintenance as specified in CW 3510.
- D20.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D21. JOB MEETINGS**

- D21.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person

capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

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

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

D22.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**D23. WORK BY OTHERS**

D23.1 Work on or near the site will include but not necessarily be limited to:

- (a) City of Public Works Department: Bid Opportunity No. 21-2012 Province of Manitoba/City of Winnipeg 2012 Residential Streets Renewal Program – Pulberry Street, Riverbend Avenue and Various Other Locations
  - (i) The City of Winnipeg Public Works Department will be reconstructing the pavement and sidewalks on Pulberry Street from Moore Avenue to St. Vital Road.
- (b) City of Public Works Department: Bid Opportunity No. 180-2012 Regional Street Rehabilitation
  - (i) The City of Winnipeg Public Works Department will be rehabilitating St. Anne's Road north bound south of Fermor by fill and fill methods.
- (c) City of Public Works Department: Residential Street Renewals
  - (i) The City of Winnipeg Public Works Department will be constructing asphalt overlay rehabilitation of the pavement on Tache Avenue from Provencher Boulevard to La Verendrye Street.

**D24. WORK PRACTICES ON ASBESTOS-CEMENT PIPE**

D24.1 Further to C.6.26(d), the Contractor's attention is directed to the possible health dangers associated with working with asbestos cement pipe and all work associated with the existing AC watermains shall conform to the following publications:

- D24.1.1 "Work Practices for Asbestos-Cement Pipe", AWWA No. M16, published by the American Water Works Association.
- D24.1.2 "Recommended Work Practices for AC Pipe", 1977, published by the AC Pipe producers Association.

**D25. TRAFFIC MANAGEMENT**

D25.1 Traffic control shall be carried out in accordance with clause 3.7 of CW 1130.

D25.2 Further to D25.1, should the Public Works Department require that Work on Regional Streets be carried out at night, on Sundays, on Public Holidays, or that work be restricted or suspended during peak traffic hours, the Contractor shall comply without additional compensation being considered to meet that requirements.

D25.3 Regional Streets on this project are:

- (a) Tache Avenue - St. Mary's Road to Provencher Boulevard
- (b) Fermor Avenue
- (c) Provencher Blvd.

(d) St. Anne's Road

D25.4 Further to D25.1 and D25.2 on Regional Streets construction activities shall be restricted as follows:

(a) Provencher Boulevard

- (i) Maintain two westbound lanes between the hours of 07:00 and 09:00 and 15:30 and 17:30 on any day except Saturdays, Sundays and public holidays. Between the hours of 09:00 and 15:30, maintain one westbound lane.
- (ii) Maintain two eastbound lanes at all times.

(b) St. Anne's Road

- (i) Southbound – Only the southbound curb lane may be closed to traffic.
- (ii) North bound left turn to westbound Fermor – Maintain one left turn lane to westbound Fermor at all times.
- (iii) Northbound – Maintain two northbound lanes at all times.
- (iv) Maintain northbound right turn cut-off to eastbound Fermor at all times.

(c) Fermor Avenue

- (i) Maintain all eastbound lanes
- (ii) Maintain access to Alpine Avenue at all times.
- (iii) Maintain two eastbound lanes at all times.

(d) Tache Avenue between 500 Tache and Avenue de la Cathedrale

- (i) Between the north access to 500 Tache and Avenue de la Cathedrale, both lanes may be closed. Coordinate with City of Winnipeg for detour signage as shown on Drawing SK-1 in Appendix B.
- (ii) Between Rue Despins and the north access to 500 Tache, maintain local access. South of the south access to 500 Tache, maintain both lanes of traffic.
- (iii) Maintain pedestrian traffic on the west sidewalk.

(e) Tache Avenue between Avenue de la Cathedrale and Rue Masson

- (i) Only the northbound curb lane may be closed to traffic.
- (ii) Maintain access through the Tache/de la Cathedrale intersection.

(f) Tache Avenue at the emergency entrance to St. Boniface General Hospital

- (i) Maintain two lanes northbound between the hours of 07:00 and 09:00 and 15:30 and 17:30 on any day except Saturdays, Sundays and public holidays. Between the hours of 09:00 and 15:30, maintain one northbound lane.
- (ii) Maintain northbound left turn into St. Boniface General Hospital at all times.
- (iii) Maintain two lanes southbound between the hours of 07:00 and 09:00 and 15:30 and 17:30 on any day except Saturdays, Sundays and public holidays. Between the hours of 09:00 and 15:30, maintain one southbound lane. Excavation in the southbound curb lane to expose the existing 350 watermain shall be backfilled and restored with temporary asphalt. The pavement cut shall be plated during curing for final restoration.
- (iv) The right turn cut off from St. Boniface General Hospital on to southbound Tache may be closed to expose the existing watermain and perform the final tie-in between 18:00 Friday and 5:00 Monday. The excavation to expose the existing watermain shall be backfilled and restored with temporary asphalt. The final pavement cut shall be plated during curing for final restoration.
- (v) Access to St. Boniface General Hospital parking on the east side of Tache Avenue shall be as follows:
  - (i) The Contractor will be allowed to close the south curb lane.
  - (ii) Two lanes, one in and one out, shall be maintained at all times.

(g) Pulberry Street

- (i) Maintain one lane of through traffic on Pulberry Street at all times.

- D25.5 Maintain access to private approaches at all times.
- D25.6 Further to Section 3.6 of CW 1130 of the General Requirements, the Contractor shall maintain safe pedestrian crossing at intersections at all times.
- (a) Except as noted below, if possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time, the Contractor shall provide flag persons to safely escort pedestrians across the intersection.
  - (b) The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.
- D25.6.1 The Contractor shall not park company or private vehicles inside the barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.

## **MEASUREMENT AND PAYMENT**

### **D26. PAYMENT**

- D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D27. WATER USED ON CITY OF WINNIPEG CONSTRUCTION PROJECTS**

- D27.1 Further to Section 3.7 of CW 1120, charges incurred for the permit and water meters shall be paid for by the Contractor when taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The Bid Opportunity number shall be noted on each permit.

## **WARRANTY**

### **D28. WARRANTY**

- D28.1 Warranty is as stated in C13.

**FORM H1: PERFORMANCE BOND**  
(See D11)

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

BID OPPORTUNITY NO. 135-2012

2012 WATERMAIN RENEWALS CONTRACT 1

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: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D11)

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

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 135-2012  
2012 WATERMAIN RENEWALS CONTRACT 1

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.

Partial drawings are permitted.

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.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

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

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

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



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Cover Sheet
D-12865	Fermor Avenue - St. Anne's Road to 103m East of St. Anne's Road
D-12866	Pulberry Street - Moore Avenue to 45m North of Woodbury Drive
D-12867	Pulberry Street - 45m North of Woodbury Drive to St. Vital Road
D-12868	Provencher Boulevard - Rue St. Joseph to 8.0m East of Rue Aulneau
D-12869	Provencher Boulevard - 8.0m East of Rue Aulneau to 66.8m East of Rue Langevin
D-12870	Provencher Boulevard - 66.8m East of Rue Langevin to Rue St. Jean Baptiste Tache Avenue - 138m South of De La Cathedrale Avenue to 8m North of De La
D-12871	Cathedrale Avenue
D-12872	Tache Avenue - 8m North of De La Cathedrale Avenue to Rue Masson
D-12873	Tache Avenue - Rue Dumoulin to 9m North of Rue Notre Dame
D-12874	Tache Avenue - 9m North of Rue Notre Dame to Rue La Verendrye
D-12875	Tache Avenue - At Thomas Berry Street (Closed)

### GENERAL REQUIREMENTS

#### E2. RESTORATIONS

- E2.1 Further to Section 3.3 of CW 1130 of the General Requirements, permanent surface restorations including all sodding and pavement works for each renewal shall be completed within ten (10) working days from the date that the renewal is completed.
- E2.2 Where excavations are to be restored with 24-hour early opening concrete, the Contractor shall make it his first priority to; backfill the excavation; pour the 24-hour concrete; where required, lay asphalt as soon as the 24-hour curing period is up and open the closed lane to traffic.

#### E3. PROVISIONAL ITEMS

- E3.1 The Provisional Items listed in the Schedule of Prices are a part of the Contract.
- E3.2 The Contractor shall not perform Work included in the Provisional Items without prior authorization from the Contract Administrator. All Work included in the Provisional Items will be carried out within the construction areas shown on the drawings.
- E3.3 Notwithstanding C:7, the City reserves the right to diminish all or any portion of the items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

#### **E4. PROTECTION OF EXISTING TREES**

- E4.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing boulevard trees within and adjacent to the limits of construction:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of any tree.
  - (b) Mature tree trunks shall be strapped with 25 x 150 x 2400 (1" x 6" x 8") wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.
    - (i) Excavations shall be carried out in such a manner so as to minimize damage to existing root systems. Roots over 50 mm in diameter that must be cut to facilitate an excavation shall be neatly pruned with a saw prior to excavation and coated with an appropriate wound dressing to prevent infection.
    - (ii) Work on site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch.
  - (c) American elm trees are not to be pruned between April 1<sup>st</sup> and August 1<sup>st</sup> and Siberian elm trees between April 1<sup>st</sup> and July 1<sup>st</sup> of any year under provisions of The Dutch Elm Disease Act.
- E4.2 All damages to existing trees caused by the Contractor's construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Parks and Open Space Division, Urban Forestry Branch.
- E4.3 No separate measurement or payment will be made for protection of trees. It shall be considered incidental to the Contract Work.

#### **E5. PEDESTRIAN SAFETY**

- E5.1 During the project, at the following locations, a temporary snow fence shall be installed:
- (a) Along the north side of Provencher Boulevard
    - (i) A temporary snow fence shall be installed to delineate a pedestrian corridor along the north edge of the right of way. The minimum width of the corridor shall 1.5m and be clear of any obstructions including but not limited to: snow fence supports, streetlights, fire hydrants, signs, benches or other street furniture. No materials will be allowed to be stored in this corridor and the corridor shall be kept clean at all times.
    - (ii) Where excavations are required to cross through the pedestrian corridor for fire hydrant or water service renewals, the Contractor will be allowed to close the sidewalk temporarily. Appropriate signing shall be placed at each end of the sidewalk during the closure. Immediately after the installations, the excavations shall be backfilled and capped with 20mm down limestone and maintained until permanent restorations are completed.
  - (b) Along the east side of Tache Avenue adjacent to the cemetery south of De La Cathedral Avenue
    - (i) Maintain through access at each entrance.
- E5.2 The Contractor shall be responsible for maintaining the snow fence in a proper working condition.
- E5.3 No measurement for payment shall be made for this work.

#### **E6. PARTIAL SLAB PATCHES**

- E6.1 Partial Slab Patches shall be constructed, measured and paid for as per CW 3230 except that no differentiation will be made for class of patch. Furthermore, no separate measurement or

payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices bid for Partial Slab Patches.

**E7. MISCELLANEOUS CONCRETE SLAB RENEWALS – SIDEWALKS**

E7.1 Construct miscellaneous concrete slab renewals in accordance with CW 3235. Miscellaneous concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the Contract Unit Price per square metre for “Miscellaneous Concrete Slab Renewals – Sidewalk” in Form B of the Bid Submission.

**E8. CONCRETE CURB RENEWALS**

E8.1 Construct concrete curb renewal in accordance with CW 3240. Concrete curb renewal shall be measured on a length basis and paid for at the Contract Unit Price per metre for “Concrete Curb Renewal” in Form B of the Bid Submission.

**E9. EXPOSING EXISTING UTILITIES**

E9.1 Where indicated on the drawings or as directed by the Contract Administrator, expose existing utilities by vacuum excavation methods. Backfill test excavations to the same standard as specified for the watermain renewal. Where these test excavations occur within pavement limits, plate excavations to allow for reopening of lanes to traffic prior to completing permanent pavement restoration. No separate measurement or payment shall be made for test excavations, backfilling, or plating excavations prior to permanent restoration. Pavement restorations will be measured and paid for as specified in E6.

**E10. OIL AND GAS RESISTANT GASKETS**

E10.1 Further to CW 2110, where indicated on the construction drawings or as directed by the Contract Administrator, the Contractor shall install watermains with oil and gas resistant gaskets. Within the required limits, all pipe, valves, hydrant assemblies, fittings, couplings, and appurtenances shall be installed with oil and gas resistant gaskets.

E10.2 Limits required for oil and gas resistant gaskets in areas not identified on the construction drawings will be based upon results of soils testing (refer to E12 Removal of Contaminated Soil).

E10.3 Gaskets shall be oil and gas resistant Nitrile conforming to ASTM F477 and shall be supplied by the pipe manufacturer.

E10.4 Watermains installed with oil and gas resistant gaskets will be measured on a lineal meter basis, and paid for as a surcharge to watermain renewals at the unit price bid for “Watermains Installed with Oil and Gas Resistant Gaskets - Surcharge”. The price bid per lineal metre will be full compensation for all gaskets required for pipe, fittings, valves, pipe, valves, hydrant assemblies, fittings, couplings, and appurtenances. No separate measurement will be made for pipes of different diameter. **NOTE:** Payment will be as a surcharge in addition to the unit price bid for “Watermain Renewals” measured on a length basis.

**E11. TEMPORARY SURFACE RESTORATIONS**

E11.1 Further to clause 3.3 of CW 1130, where temporary surface restorations must be made to reopen lanes to traffic, the Contractor shall temporarily restore surfaces as follows:

- (a) Backfill excavation with Class 1 Backfill extending to the underside of cold-mix asphalt as specified below.
- (b) Cap excavations in pavement with a minimum 50 millimetre thick layer of cold-mix asphalt.

E11.2 Contractor shall maintain temporarily restored surfaces until permanent restoration is complete.

**E11.3 Method of Measurement and Payment**

- (a) Temporary surface restorations will be measured on an area basis and be paid for at the Contract Unit Price per square metre for "Temporary Surface Restorations", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the work included in this Specification.

**E12. REMOVAL OF CONTAMINATED SOIL**

**E12.1 General**

- (a) A former gas station at 174 Provencher Boulevard has been identified as a potential source of hydrocarbon contamination in the soil.
- (b) Further to CW 1130 Clause 3.4, this specification outlines the requirements for the identifying and disposal of hydrocarbon-contaminated soil.

**E12.2 Construction Methods**

- (a) The Contractor will identify excavation locations for the installation of the watermain. The Contract Administrator will select test pit locations to coincide with watermain excavation locations. Excavate test pits in advance of construction to allow for sampling and determination of the level of contaminants. The Contract Administrator will sample soil from the excavation for laboratory analysis. As a minimum, allow seven days for the return of lab results prior to watermain installation or material disposal.
- (b) Soils requiring removal and disposal will be identified by the Contract Administrator.
- (c) Handle all contaminated soils in accordance with provincial regulations.
- (d) All hydrocarbon-contaminated soil removed as part of the construction works shall be transported directly to a Licensed Waste Disposal Grounds in accordance with provincial regulations.
- (e) Where Class 5 backfill is specified, backfill excavations with suitable excess trench material from other excavations on site. No additional compensation will be considered for management of backfill materials.

**E12.3 Measurement and Payment**

- (a) Disposal of hydrocarbon-contaminated soil at a Licensed Waste Disposal Grounds in accordance with provincial regulations will be measured on a volume basis paid for at the Contract Unit Price per cubic metre for "Disposal of Hydrocarbon Contaminated Soil". The volume to be paid will be calculated from measurements of the trench taken by the Contract Administrator. The volume to be paid for will be the total number of cubic metres of hydrocarbon material excavated, and disposed of in accordance with this specification, accepted and measured by the Contract Administrator.

**E13. CONNECTION TO EXISTING WATERMAINS WITH A TAPPING SLEEVE AND VALVE AT ST. BONIFACE GENERAL HOSPITAL**

**E13.1 Description**

**E13.1.1 General**

- (a) This specification covers the requirements for connection of the new 150mm watermain to the 200mm water service to St. Boniface General Hospital at the intersection of Tache Avenue and the emergency entrance to St. Boniface General Hospital.
- (b) The work generally includes:
  - (i) Provision of traffic management services.
  - (ii) Test excavation to determine the existing pipe material, pipe outside diameter, and elevation.

- (iii) Backfill and temporary pavement restoration at the test excavation.
- (iv) Supply and installation of a tapping sleeve and valve assembly including testing.
- (c) The St. Boniface General Hospital campus requires continuous water supply. Water supply feed points are shown in Appendix B and are provided for information only. There is no guarantee that the feed points shown will be in service at the time of construction.

#### E13.2 Materials

- (a) Tapping Sleeves shall be in accordance with City Standard AT-4.1.70
- (b) Tapping Sleeves shall be a model approved for use within the City of Winnipeg.

#### E13.3 Materials to be on Hand as Contingency

- (a) In the event that the Contractor is not successful in installing the tapping sleeve and valve, all necessary materials shall be on hand to allow completion of the connection as a "dry" tie-in.
- (b) Materials will be required to be on site during all construction operations at the connection to the St. Boniface General Hospital service, including exposing the existing main.

#### E13.4 Submittals

E13.4.1 Submit shop drawings of tapping sleeve and tapping valve, along with manufacturer's installation instructions a minimum 2 weeks prior to construction.

E13.4.2 Submit qualifications of the installer. Minimum qualifications shall include:

- (a) Completion of manufacturer installation methods course.
- (b) Minimum five years of experience in performing live tap connections of a diameter equal to or greater than the diameter specified.

E13.4.3 Submit schedule for approval two weeks prior to commencement of any construction activity.

#### E13.5 Construction Methods

E13.5.1 In addition to the requirements of CW 2110 Clause 3.14 comply with the following requirements:

- (a) Schedule
  - (i) Coordinate with St. Boniface Hospital requirements for scheduling the connection.
  - (ii) The connection shall be made between the hours of 05:00 and 11:30 on Saturdays or Sundays only, unless approved by the Contract Administrator.
- (b) Exposing Existing Watermain
  - (i) Expose the existing watermain at the point to be connected to confirm pipe material, pipe outside diameter and pipe invert. Excavation below 1.5m deep shall be by hand or vacuum excavation methods.
  - (ii) Confirmation of the existing pipe particulars must be done sufficiently in advance of construction to allow for supply of the tapping sleeve. No extension to the contract will be granted for late delivery.
  - (iii) Excavation to expose the existing pipe shall extend along the pipe far enough to identify the pipe joint locations, or a continuous length of pipe of at least 3.0 m.
  - (iv) Backfill the test excavation with Class 3 granular backfill and complete temporary pavement restoration in accordance with E11 Temporary Surface Restorations.
- (c) Tapping Sleeve and Valve Installation

- (i) Tapping sleeve and valve assembly shall be installed in accordance with the manufacturer's recommendations, CW2110 Clause 3.14, and the following:
- ◆ Location of the tapping sleeve installation will be field adjusted to ensure the edge of the tee is installed a minimum of 1.0 m from the nearest pipe joint.
  - ◆ After cleaning the pipe at the location for the installation of the tapping sleeve, disinfect the pipe exterior for the full coverage of the tapping sleeve as specified in CW 2125 Clause 3.3.16. Similarly disinfect the tapping sleeve, tapping valve, gaskets, and all parts of the tapping machine exposed to potable water.
  - ◆ After installation of tapping sleeve and tapping valve, perform hydrostatic pressure test prior to cutting into the existing watermain. The test pressure shall be 1.0 MPa for a duration of 15 minutes. Visibly inspect for leaks and remedy as required. Hydrostatic pressure test shall be performed in the presence of the Contract Administrator.
  - ◆ Adequately support the tapping sleeve, valve, and tapping machine during all operations.
  - ◆ Ensure the cutting tool is perpendicular to the pipe and aligned to intersect the pipe centerline.
  - ◆ Flush cuttings from the newly made tap.
  - ◆ Deliver coupon to Contract Administrator as evidence of its removal.
  - ◆ If the coupon is not recovered, the Contract Administrator reserves the authority to require the Contractor to make any repairs necessary to recover the coupon.
- (ii) In the event of a watermain break or other such failure of the installation of the tapping sleeve and valve, immediately notify St. Boniface General Hospital. Coordinate a water shutdown and complete the tie-in as a dry tie-in.

E13.5.2 CW 2110 Clause 3.14 paragraph .5 shall not apply.

**E13.6 Measurement and Payment**

- (a) Measurement and payment shall be as specified in CW 2110.
- (b) No measurement or payment will be made for materials on hand for contingency repair that are not incorporated into the work.

**E14. INSTALLATION OF NEW HYDRANT ASSEMBLIES ON EXISTING WATERMAINS**

E14.1 Where indicated, the Contractor shall construct new hydrant assemblies on existing watermain, making the connection to the existing watermain with a tapping sleeve and valve. Connection to the existing watermain using a tapping sleeve and valve will be included in the price bid for "New Hydrant Assembly on Existing Watermain (Connection by Tapping Sleeve and Valve)".

**E15. WATERMAIN RENEWAL ON PULBERRY STREET AND TACHE AVENUE FROM DUMOULIN TO LA VERENDRYE**

E15.1 Permanent surface restoration (pavements, sidewalks, and topsoil and sodding) following the watermain renewal on Pulberry Street and Tache Avenue from Dumoulin to La Verendrye will be completed under separate contract. Excavations within driveways, sidewalks, and pavements shall be temporarily restored as follows:

- (a) Street Pavement and Driveways – Backfill in the top 300 mm of trench to be compacted 20mm down limestone.
- (b) Sidewalks – Backfill in the top 200 mm of trench to be compacted 20mm down limestone.

E15.2 The Contractor shall maintain temporary surface restorations until the paving contractor mobilizes to site.



E15.3 All disturbed boulevards shall be graded to 100 mm below finished grade.

E15.4 No measurement or payment shall be made for temporary surface restorations.

## **E16. CONCRETE RETAINING WALL – MAXIMUM 300 MM HEIGHT**

### **E16.1 Description**

- (a) This Specification covers the construction of concrete retaining walls at the back of concrete sidewalks at locations where existing retaining walls will be removed for the construction of watermain renewals.

### **E16.2 Construction Methods**

- (a) Construct in accordance with CW 3230.
- (b) Construct concrete retaining walls as shown on the construction drawings and to the height required to match the existing retaining walls.
- (c) Backfill behind the retaining wall with excavated material and compact in maximum 150mm lifts to 95% SPD.

### **E16.3 Method of Measurement and Payment**

- (a) Construction of concrete retaining walls will be measured for payment on a length basis and paid for at the Contract Unit Price per lineal metre for “Concrete Retaining Wall - Maximum 300 mm Height”, which shall be payment in full for supplying all materials and performing all operations required for the completion of the work described herein.
- (b) No separate measurement will be made for reinforcing steel or drilling of dowels or tie-bars into the existing concrete structure. These costs will be incidental to the work of this specification.

## **E17. DISINFECTION OF EXISTING WATERMAINS**

### **E17.1 General**

- (a) This specification shall cover the requirements for disinfecting the existing watermain on Thomas Berry Street from Bertrand Street to Tache Avenue.
- (b) The existing watermain on Thomas Berry Street west of Bertrand Street is a dead end watermain.
- (c) One service to 156 Thomas Berry Street is known to be connected to this watermain. The Contractor will be responsible to confirm any other connections.

### **E17.2 Scope of Work**

- (a) The work will generally involve provision of temporary pressurized water supply to any affected customers, flushing and disinfection of the existing watermain, which may be completed in conjunction with flushing and disinfection of the new watermain across Tache Avenue.

### **E17.3 Construction Methods**

- (a) Confirm all water connections to the Thomas Berry watermain west of the valve at the west limit of Bertrand Street.
- (b) Establish pressurized temporary water supply to affected customers in accordance with CW 2110 Clause 3.25.
- (c) Excavate and disconnect the 38 mm water service to 156 Thomas Berry Street at the corporation stop and connect temporary water supply piping directly to the service.
- (d) Arrange for isolation of the existing watermain at the valve on the west line of Bertrand Street.

- (e) Utilize the existing corporation stop from 156 Thomas Berry Street as the connection point for chlorine feed.
- (f) Flush and disinfect the existing watermain in accordance with CW 2125. The feed point for flushing shall be at the intersection of Thomas Berry Street and Bertrand Street. Flushing and disinfection may be done in conjunction with flushing and disinfection of the new watermain across Tache Avenue.
- (g) Upon receipt of acceptable disinfection results and all documentation, the Contract Administrator will arrange for placing the existing watermain back into service.
- (h) Reconnect all water services to the existing main, decommission and remove temporary service piping.
- (i) Restore all excavations.

#### E17.4 Measurement and Payment Methods

- (a) No measurement will be made for disinfection of existing watermains. Payment will be at the lump sum price bid for "Disinfection of Existing Watermains", which shall be payment in full for performing all operations and supply of all materials and plant for the completion of the work described herein.

### **E18. FLUSHING OF WATERMAINS ON TACHE AVENUE**

- E18.1 Normal flow direction in the 350 mm watermain on Tache Avenue between Marion and Provencher is south to north. Significant increases in flow or reversal of flow direction has a negative impact on turbidity at the St. Boniface General Hospital. All flushing operations must be planned to minimize these impacts. The following flushing configurations shall be implemented:
- (a) Provencher Boulevard: flush from east to west.
  - (b) Tache Avenue north of Provencher Boulevard: flush north to south.
  - (c) Tache Avenue south of Provencher Boulevard: flush north to south
  - (d) Tache Avenue/ Thomas Berry Street intersection: flushing feed to be from Thomas Berry Street/Bertrand Street intersection.
- E18.2 The Contractor shall submit in writing a proposed flushing sequence identifying the feed point and all valve closures required for review by the Contract Administrator. The sequence shall include any flushing requirements for temporary services, and final connections.
- E18.3 Notify the Contract Administrator 24 hours in advance of all flushing operations such that the Contract Administrator can provide notice to St. Boniface General Hospital.

## APPENDIX A – SECURITY CLEARANCE

### 1. SECURITY CLEARANCE

1.1 Each individual proposed to perform the following portions of the Work:

- (a) any Work on private property;
- (b) communicating with residents and homeowners in person or by telephone;

1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. or

- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
- (b) Core of Commissionaires, forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .

1.2 Prior to the commencement of any Work specified in 1.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work specified in 1.1.

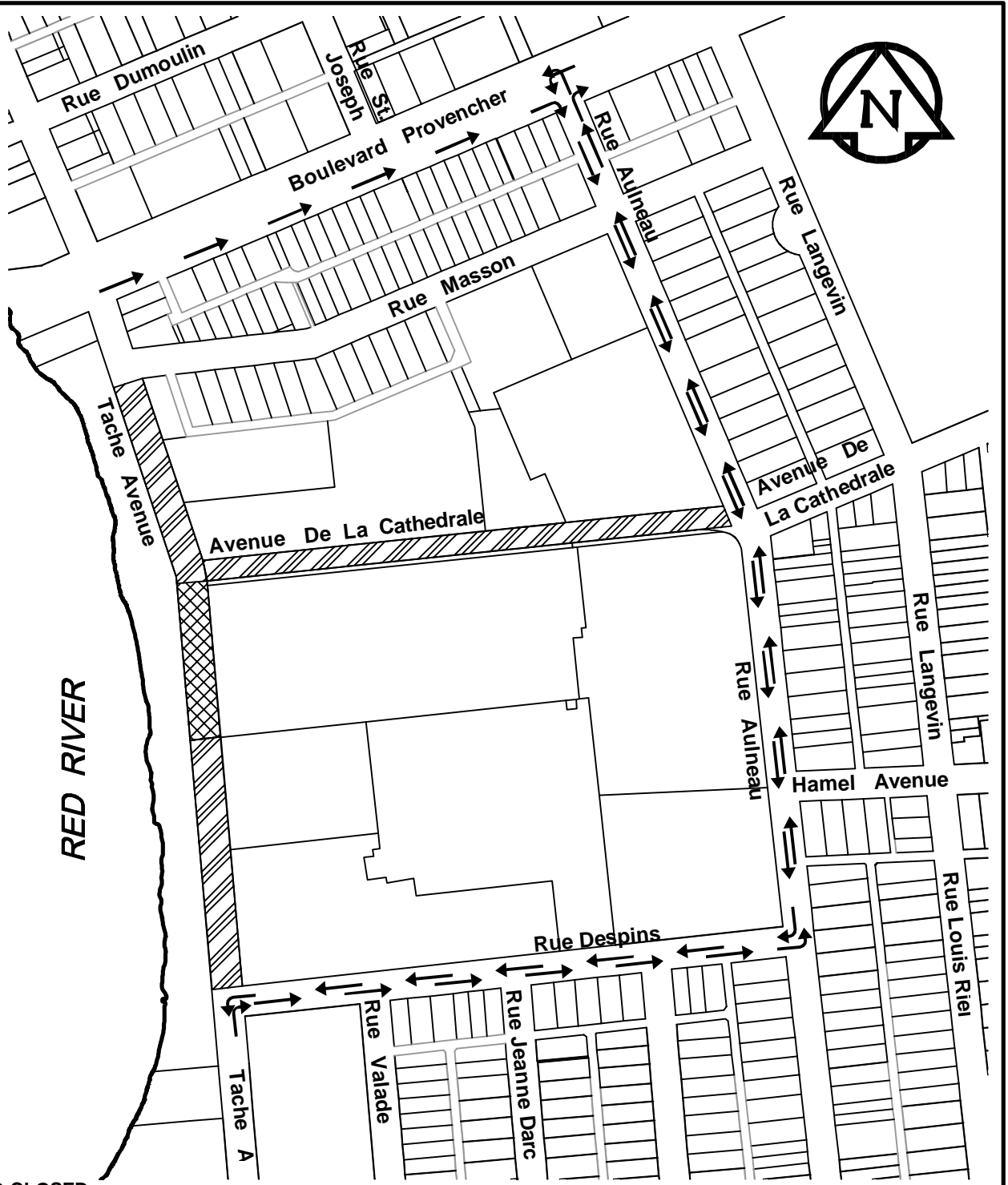
1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in 1.1.




## **APPENDIX B – REFERENCE DRAWINGS**

SK-1 – Detour Signage

St. Boniface General Hospital Campus Water Supply Feed Points



**LEGEND:**

-  ROAD CLOSED
-  NO THRU TRAFFIC - LOCAL TRAFFIC ONLY
-  HOSPITAL DETOUR ROUTE



# THE CITY OF WINNIPEG

## WATER AND WASTE DEPARTMENT

**2012 WATERMAIN RENEWALS  
CONTRACT 1**

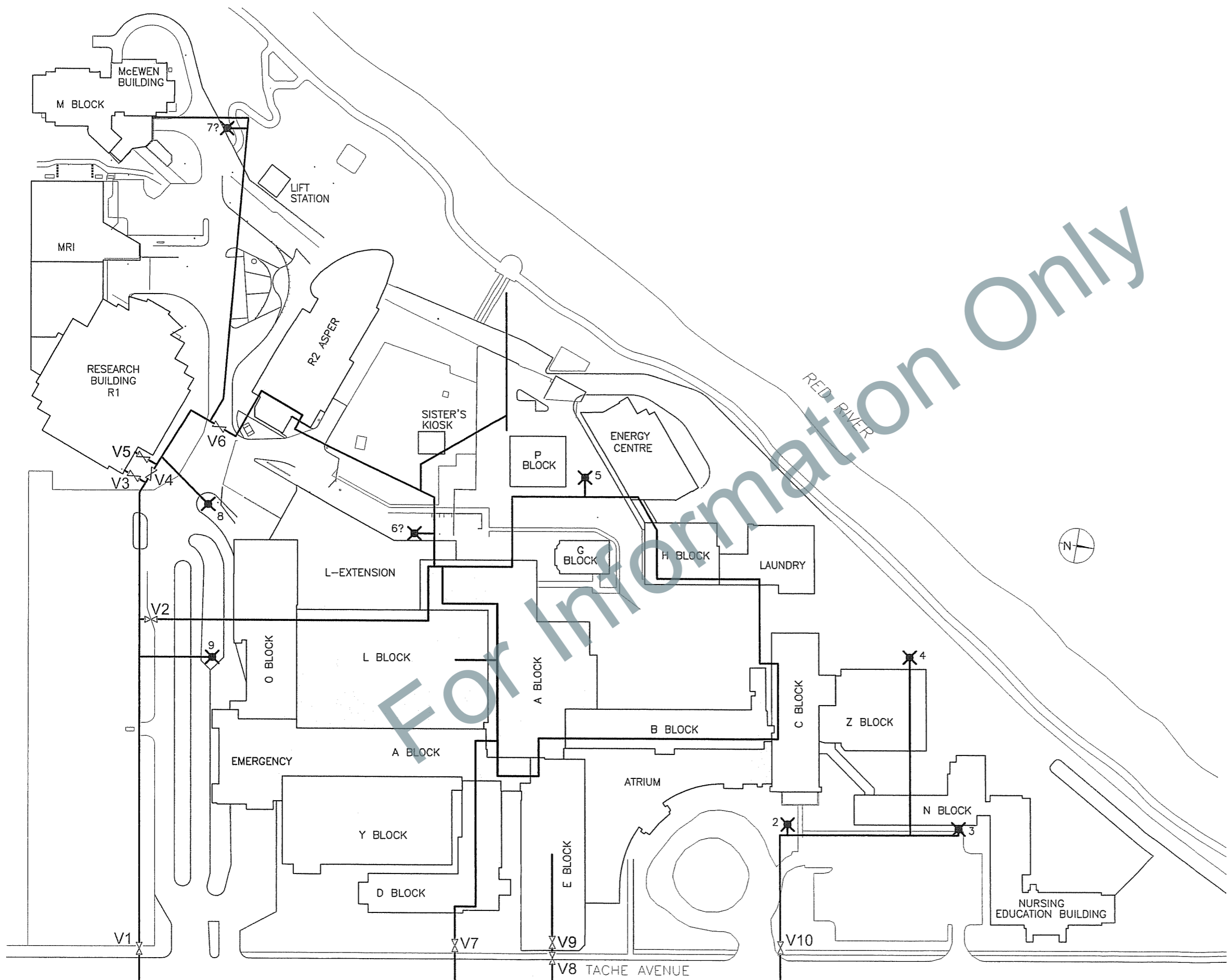
SHEET 1 OF 1

CITY DRAWING NUMBER REV

**SK-01** 1



**TACHE AVENUE DETOUR & ROAD CLOSURES**



DRAWING LEGEND	
	WATER SERVICE PIPING
	HYDRANT (#)
	VALVE (V#)

For Information Only

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<h2 style="margin: 0;">Smith Carter</h2>	
Project Title <div style="text-align: center; padding: 5px;"> <b>ST. BONIFACE            GENERAL HOSPITAL            POTABLE WATER ISOLATION</b> </div>	
Designed By	AG <span style="float: right;">Initialed</span>
Drawn By	WGC <span style="float: right;">Initialed</span>
Checked By	AG <span style="float: right;">Initialed</span>
Approved By	DBM <span style="float: right;">Initialed</span>
Sheet Title <div style="text-align: center; padding: 5px;"> <b>CAMPUS PLAN            WATER MAINS &amp; HYDRANTS</b> </div>	
Scales <div style="text-align: center; padding: 5px;"> <b>NOT TO SCALE</b> </div>	
Date <div style="text-align: center; padding: 5px;"> <b>APRIL 3, 2009</b> </div>	
Project Number	Sheet Number
<b>28064.00</b>	<b>APPENDIX</b>