



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 743-2016

TRANSCONA SEWER RELIEF WORKS - CONTRACT NO. 2

BIDDERS PLEASE SEE NOTE D19

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 TRANSCONA SEWER RELIEF WORKS CONTRACT NO. 2

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 29, 2016.

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 D4.1.

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. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 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>
- B6.2.2 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.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (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;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 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.
- B8.4.1 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.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 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 B17.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Bids shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The Bidder must complete the Approximate Quantity column for items I a) on Form B Prices. This quantity is dependent on the Site Occupancy Costs noted in B17.4.2 and D19.
- B10.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A

B12. QUALIFICATION

B12.1 The Bidder shall:

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

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

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

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

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

B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

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

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

B13. BID SECURITY

B13.1 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.

B13.1.1 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.

B13.1.2 All signatures on bid securities shall be original.

B13.1.3 The Bidder shall sign the Bid Bond.

B13.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B13.2 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.

B13.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B13.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B13.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B13.3 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 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.

B14.1.1 Bidders or their representatives may attend.

B14.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B13 will not be read out.

- B14.2 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/>
- B14.3 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/>
- B14.4 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.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B15.2 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.

B16. WITHDRAWAL OF BIDS

- B16.1 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.
- B16.1.1 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.
- B16.1.2 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.
- B16.1.3 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 B16.1.3(b), declare the Bid withdrawn.
- B16.2 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 B15.2 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.

B17. EVALUATION OF BIDS

- B17.1 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 B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(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.

B17.4.1 Further to B17.1(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.

B17.4.2 Further to B17.1(c) the Evaluated Total Bid Price shall include Site Occupancy Costs shown on Form B: Prices. Site Occupancy Costs shall be the Initial Span bid in the Charged Days, multiplied by the Site Occupancy Unit Price listed in Form B: Prices.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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 B17.

B18.3.1 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
- 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 construction of sanitary relief sewers in accordance with the applicable Specifications and Drawings.

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

- (a) Installation of 1,850 m of relief sanitary sewers 750 and 300 mm in diameter, including appurtenances, by trenchless methods.
- (b) Connection of new sanitary relief sewer to newly installed relief sewer in Yale Avenue.
- (c) Connection of existing sanitary sewers to new sanitary relief sewer at various locations.
- (d) Restoration and surface works.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) “**Site Occupancy**” means a system for monitoring and administering progress of the Work. Site occupancy involves the Contract Administrator setting a complete date for the Work along with a daily Contract Administration cost (Site Occupancy cost) for each Working Day the contractor is able to work. The Contractor bids the number of anticipated Working Days to complete the Work, there may be a bonus payment or deduction applied to the final payment.
- (b) “**Charged Day**” means the unit of measurement of time for Site Occupancy. For purposes of assessing Charged Days, a Charged Day will be equivalent to a Working Day as defined in C1.1(jj) and amended in D16.
- (c) “**Initial Span**” means the number of Charged Days bid by the Contractor for Site Occupancy on Form B: Prices.
- (d) “**Final Span**” means the number of Charged Days assessed for Site Occupancy as calculated pursuant to D19.3.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is CH2M HILL Canada Ltd, represented by:

Mark Falconer

Project Coordinator

Telephone No. 204 488 2214 ext 73055

Email Mark.Falconer@ch2.com

D4.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B8.8

D5. CONTRACTOR'S SUPERVISOR

D5.1 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.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D4.1.

D7.3 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

D7.4 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

D7.5 Bids Submissions must be submitted to the address in B8.8

D8. FURNISHING OF DOCUMENTS

D8.1 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

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. SAFE WORK PLAN

D10.1 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.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D11. INSURANCE

D11.1 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.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 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.

D11.4 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.

D12. PERFORMANCE SECURITY

D12.1 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.

D12.1.1 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.

D12.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B13.1(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.

D13. SUBCONTRACTOR LIST

D13.1 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.

D14. DETAILED WORK SCHEDULE

D14.1 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 the General Conditions for the return of the executed Contract.

D14.2 The detailed work schedule shall consist of the following:

- (a) A critical path method (CPM) schedule for the work; and
 - (b) A Gantt chart for the Work based on the CPM schedule;
- as acceptable by the Contract Administrator.

D14.3 Further to D13.2(a), the CPM schedule shall clearly identify start and completion dates of the following Work items:

- (a) Commencement Date.
- (b) Tie-in to newly installed relief 900 mm sewer on Yale Avenue at Winona Street junction.
- (c) Installation of relief sewer and appurtenances on a street by street basis.
- (d) Tie-in between existing sanitary and new relief on street by street basis.
- (e) Surface restoration.
- (f) Substantial Performance
- (g) Total Performance.

D14.4 Further to D14.2(b), the Gantt chart shall, on a weekly basis, show the time required to carry out the Work of each trade or specification division. Time shall be on the horizontal axis and the type of trade shall be on the vertical axis.

D14.5 The Contractor shall update the schedule to the Contract Administrator prior to each bi-weekly construction site meeting for review and discussion at the meetings.

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 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.
- D15.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the performance security specified in D12;
 - (vi) the Subcontractor list specified in D13; and
 - (vii) the Detailed Work Schedule specified in D14.
 - (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.
- D15.3 The Contractor shall commence the Work on the Site no later than the date of Total Performance as indicated in D18, less the number of Working Days bid as Initial Span for Site Occupancy and indicated on Form B: Prices. For purposes of establishing this date, Charged Days will be applied assuming five (5) charged days per calendar week, and not including Statutory Holidays or the period between Substantial Performance as stated in D17 and May 15, 2017. If the Contractor has not commenced Work by this date, Charged Days will be assessed for each day following this date, at the rate of five (5) Charged Days per calendar week, not including Statutory Holidays.

D16. WORKING DAYS

- D16.1 Further to C1.1(jj), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D16.2 Notwithstanding C1.1(jj), a Working Day includes a Saturday, Sunday, or a statutory or civic holiday when the Contractor chooses to undertake work requiring the presence of the Contract Administrator and/or City resources.
- D16.3 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D16.4 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D16.5 The Contract Administrator will furnish the Contractor with a bi-weekly record for each major type of work, the equipment used, the time it worked and Working Days charged. This record will be provided at regular site meetings.

D17. SUBSTANTIAL PERFORMANCE

- D17.1 The Contractor shall achieve Substantial Performance by May 12, 2017.

D17.1.1 Substantial Performance shall be deemed to have been reached when all pipe installation, cross connection abandonment and, associated manholes have been completed such that the functionality of the relief sewer is complete and fully operational.

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 by June 24 2017.

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. SITE OCCUPANCY

D19.1 Definitions

D19.1.1 Wherever the following terms are used, the intent and meaning will be interpreted as follows:

- (a) Charged Days: Means the unit of measurement for time of Site Occupancy. For the purpose of assessing Charged Days, a Charged Day will be equivalent to a Working Day as defined in C1.1(jj) and amended in D16.
- (b) Initial Span: Means the number of Charged Days bid by the Contractor for Site Occupancy on Form B: Prices.
- (c) Final Span: Means the number of Charged Days assessed for Site Occupancy as calculated pursuant to D19.3.

D19.2 Measurement

D19.2.1 Time shall be of the essence of the contract. The Contractor shall provide the necessary material, labour and equipment to ensure that the Works will be completed within the consecutive amount of Charged Days Bid for Initial Span for Site Occupancy, and in no case later than the date specified for Substantial Performance for the full pipe installation portion and in no case later than the date specified for Total Performance for all Works, including permanent restoration. Failure to complete the Work within the Bid number of Charged Days will result in the deduction of Site Occupancy costs, as further defined herein. The total amount of Charged Days will be measures in whole numbers.

D19.2.2 Charged Days will be assessed for every day except for the following:

- (a) Days prior to the Contractor starting work on a stage of the Contract. The Contractor shall provide a minimum of 14 days' notice to the City for commencement of the work. Failure of the Contractor to commence work as indicated, in the opinion of the Contract Administrator, may result in the assessment of Charged Days equivalent to the estimated costs incurred to the City;

- (b) Days not worked due to Force Majeure.
- (c) Days between Substantial Performance and May 15, 2017, should the date of Substantial Performance be achieved at a time when permanent pavement works has been suspended as a result of inclement seasonal weather.

D19.2.3 Should Substantial Performance be achieved at a date when permanent restorations can take place, Charged Days will be assessed until such time that permanent restorations are suspended.

D19.2.4 The Contractor will be permitted one (1) suspension of on-site construction to facilitate coordination of subcontractors, materials deliveries or seasonal weather, Charged Days will not be charged during this period. During this period, the Site must be made secure, roadways completely operational, and all existing facilities and work in progress be protected from weather or other potentially harmful effects. Changes to Contract Critical Stages or completion dates resulting from suspension of Charged Days, will not be considered.

D19.3 Final Span

D19.3.1 Extensions to the Initial Span will determine the Final Span and will be calculated as follows:

- (a) Final Span = $(F \div A) \times I$
- (b) Where: Final Span = adjusted number of Charged Days allowed (a fraction of a day will be rounded up to a full day);
 - (i) F = Final Contract Amount (excluding Site Occupancy)
 - (ii) I = Initial Span of the Contract
 - (iii) A = Total amount at Award (excluding Site Occupancy)

D19.4 Site Occupancy Payment

D19.4.1 Payment for Site Occupancy for the Contract will be made as follows:

- (a) If the number of Charged Days equals the Final Span, no payment or deduction will be made
- (b) If the number of Charged Days is less than the Final Span, a payment equal to the Contract Unit Price per Charged Day multiplied by the difference between the Final Span and the actual number of Charged Days, to a maximum amount of two percent (2%) of the Total Bid Price, will be made to the Contractor
- (c) If the number of Charged Days exceeds the Final Span, a deduction equal to the Contract Unit Price per Charged Day multiplied by the difference between the actual number of Charged Days and the Final Span will be made from the payment to the Contractor.

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) Sodding as specified in CW3510;

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 or as otherwise agreed during the Pre-construction meeting. 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. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D23.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

D24. TRAFFIC CONTROL

- D24.1 Further to clauses 3.6 and 3.7 of CW 1130:
- (a) In accordance with the Manual of Temporary Traffic Control on City Streets, the Contractor (“Agency” in the manual) shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.
- D24.2 Further to Section 3.7 of CW 1130 of the Site Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg. “Manual of Temporary Traffic Control on City Streets” at all times during construction as follows:
- (a) Intersecting street, private approach and lane access shall be maintained at all times.
 - (b) Regent Avenue: Maintain one lane of traffic in each direction (eastbound and westbound) at all times.

D25. TRAFFIC MANAGEMENT

- D25.1 The Contractor shall be responsible for all signage including but not limited to lane diversions, lane divisions, and general construction barricades, except for that signage identified in the Manual of Temporary Traffic Control on City Streets as being the responsibility of the Public Works Department, Traffic Services Branch. The Contractor will provide the City and Contract Administrator a suitable Traffic Accommodation Strategy covering all the details for traffic management (cones and signage etc.) in each street at least seven (7) business days prior to commencement of any lane closures.
- D25.2 The Contractor shall not interfere with traffic signals. All modification of traffic signals shall be done by the Public Works Department, Traffic Signals Branch.

- D25.3 The Contractor shall be responsible for contacting Public Works Department, Traffic Management Branch Lane Closures via the online webform www.winnipeg.ca/publicworks/Contact at least three (3) business days prior to the commencement of any lane closures on Regional Streets. The Contractor shall also be responsible for reporting any changes to lane closure locations or commencement and/or completion dates to the aforementioned contact.
- D25.4 Further to clause 3.7 of CW 1130, for Regional Streets (Regent Avenue):
- D25.4.1 The Contractor shall schedule construction activities to meet the following:
- (a) Maintain one eastbound and one westbound lane of traffic on Regent Avenue at all times during construction.
 - (b) Left turns shall be prohibited at the following locations:
 - (i) Regent Avenue Westbound at Bond Street
 - (ii) Regent Avenue Eastbound at Bond Street
 - (iii) Regent Avenue Eastbound and Westbound at Day Street and/or Winona Street when approved by the Contract Administrator in consultation with the Traffic Management Branch.
- D25.4.2 Winnipeg Transit service shall be maintained at all times. Should the Contractor be unable to maintain bus stops or routes it shall be reviewed with the Contract Administrator at least 48 hours in advance to see if modification can be made.
- D25.4.3 Intersecting street and private approach access shall be maintained at all times.
- D25.4.4 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 72 hours notification to the affected residence or business and the Contractor Administrator, prior to disruption of access;
- D25.5 Further to clause 3.7 of CW 1130, for Local/Non-Regional streets (Yale Avenue, Bond Street, Kanata Street, Wabasha Street, Roanoke Street and Leola Street):
- D25.5.1 The Contractor shall schedule construction activities to meet the following:
- (a) One lane of traffic on Local/Non-Regional streets shall be maintained during construction, where possible. The Contractor shall sign the street in accordance with the Manual Temporary Traffic Control, similar to Figures 25 to 28, as applicable.
 - (b) Winnipeg Transit service shall be maintained at all times. Should the Contractor be unable to maintain bus stops or routes it shall be reviewed with the Contractor Administrator at least 48 hours in advance to see if modifications can be made.
 - (c) Intersecting street and private approach access shall be maintained at all times.
- D25.5.2 Should the Contractor be unable to maintain an existing access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access
- D25.6 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.
- D25.7 Pedestrian and ambulance/ emergency vehicle access must be maintained at all times.
- D26. PEDESTRIAN SAFETY**
- D26.1 Further to Section 3.6 of CW 1130 of the Site Requirements, the Contractor shall maintain safe pedestrian crossing at intersections at all times. 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. 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.

- D26.2 Temporary metal secure fencing or alternative as approved by the Contract Administrator shall be installed at all open excavations, trench cages, cans and shafts for the project duration. The Contractor shall be responsible for maintaining all temporary fencing in a proper working condition. No measurement for payment shall be made for this work.

D27. WATER USE

- D27.1 Charges incurred for the permits 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.

D28. CONFINED SPACE ENTRY

- D28.1 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ("the Act"), and the Regulations and Guidelines there-under pertaining to Confined Entry Work, and in particular the requirements for conducting hazard/risk assessment and providing personal protective equipment (PPE).
- D28.2 The Contractor shall assist and provide Supplied Air Breathing Apparatus conforming to the requirements of the Act, Regulations and Guidelines for the use of the Contract Administrator where confined entry is required to allow for inspection of the Work.

MEASUREMENT AND PAYMENT

D29. PAYMENT

- D29.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- D29.2 Further to D19, no payment will be made for Site Occupancy, other than as set out in D19.4. Site Occupancy Amount on Form B: Prices will be used for evaluations of Bids.

WARRANTY

D30. WARRANTY

- D30.1 Warranty is as stated in C13.
- D30.2 Notwithstanding C13.2, the City/Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D30.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D12)

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. 743-2016

TRANSCONA SEWER RELIEF WORKS – CONTRACT NO.2

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 D12)**

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 743-2016
TRANSCONA SEWER RELIEF WORKS – CONTRACT NO.2

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

(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>
LD-7899	Cover Sheet
LD-7900	Index and General Notes
LD-7901	Overall Plan and Manhole Schedule
LD-7902	Yale Ave W From STA 1+000 to 1+100
LD-7903	Yale Ave W From STA 1+100 to 1+210
LD-7904	Yale Ave W From STA 1+210 to 1+310
LD-7905	Yale Ave W From STA 1+310 to 1+410
LD-7906	Yale Ave E From STA 1+410 to 1+520
LD-7907	Yale Ave E From STA 1+520 to 1+620
LD-7908	Yale Ave E From STA 1+620 to 1+730
LD-7909	Yale Ave E From STA 1+730 to 1+840
LD-7910	Yale Ave E From STA 1+840 to 1+950
LD-7911	Yale Ave E From STA 1+950 to Leola Street
LD-7912	Bond Street From Yale Ave W to 1+100
LD-7913	Bond Street From STA 1+100 to 1+200
LD-7914	Bond Street From STA 1+200 to Melrose Ave W
LD-7915	Kanata Street From Yale Ave E to Victoria Ave E
LD-7916	Wabasha Street From Yale Ave E to Victoria Ave E
LD-7917	Roanoke Street From STA 1+000 to 1+110
LD-7918	Roanoke Street From STA 1+110 to Victoria Ave E
LD-7919	Leola Street From Yale Ave E to Victoria Ave E
LD-7920	Standard Details

E2. SOILS INVESTIGATION REPORT

Further to C3.1, Test Hole logs compiled during the design process are provided in Appendix A. The Test Hole logs are provided to supplement the Contractors evaluation of the Site conditions within the Work area. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally.

GENERAL REQUIREMENTS

E3. OFFICE FACILITIES

- E3.1 The Contractor shall supply office facilities, for the exclusive use of the City and the Contract Administrator, meeting the following requirements:
- (a) The field office shall be located near the Site of Work.
 - (b) The building shall have a minimum floor area of 20 square metres, with window area of 3 square metres and a door entrance with suitable lock satisfactory to the Contract Administrator.
 - (c) The building shall be suitable for all-weather use. It shall be capable of maintain temperature range between 16 C and 25 C.
 - (d) The building shall be supplied with adequate lighting and 120 Volt power supply.
 - (e) The building shall be supplied with fluorescent lights and electrical wall outlets.
 - (f) The building shall be furnished with one desk, one meeting table, one drafting table, one filing cabinet and six chairs, all satisfactory to the Contract Administrator.
 - (g) One holding type toilet shall be provided for the exclusive use of the Contract Administrator.
 - (h) The field office shall be cleaned weekly immediately prior to the Job Site Meetings to the satisfaction of the Contract Administrator.
- E3.2 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance.
- E3.3 Measurement and Payment
- E3.3.1 The Contractor shall be responsible for all installation and removal costs, all operating costs, provision of aforementioned furnishings and equipment, and the general maintenance of the office facilities. No separate measurement or payment will be made.

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. Contact the City of Winnipeg Forestry Branch at 986-2004 if you require further information on these specifications:
- (a) For trees greater than 100mm in diameter, attach wood strapping material having a minimum thickness of 25 millimetres and minimum length of 2440 millimetres around tree trunks in a manner that will not harm the trees. Do not use nails or other fasteners that penetrate into trees. The width of strapping should suit the size of the tree being protected. Length of strapping may be reduced to suit tree being protected as approved by the Contract Administrator.
 - (b) For trees least than 100mm in diameter, these shall be similarly protected as Clause E4.1 (a) using appropriately sized wood strapping material.
 - (c) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of the trees. The driplines of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do no cause flooding or sediment deposit on areas where trees are located.
 - (d) Repair, replace and maintain tree protection material during construction of the Work.
 - (e) Remove strapping material without harming trees as soon as the construction and restoration work is complete.

- E4.2 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.
- E4.3 Excavate in a manner to minimize damage to root systems. Keep exposed roots in excavations and trenches moist or shaded.
- E4.4 Prune exposed roots with equipment such as trenchers, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner than will leave a new, clean root end and shall be coated with an appropriate wound dressing to prevent infection.
- E4.5 Take precautions to ensure tree limbs overhanging the Site are not damaged by construction equipment. Consult Forestry Branch on pruning of overhanging or damaged limbs and branches and other unanticipated problems with trees during construction of the Works.
- E4.6 American elm trees not to be pruned between April 1st and August 1st and Siberian elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.
- E4.7 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, Public Works Department, Urban Forestry Branch. Damages must be repaired by an individual with a Manitoba Arborist license or by the Forestry Branch.
- E4.8 The Forestry Branch will remove and replace any trees deemed to have died or that are dying due to damage from carelessness during construction. Removal and replacement costs will be determined by size and market place. The market price will be a comparable transplantable tree of the same or different species or may be the appraised value of the existing tree, as determined by an evaluation procedure presently used by Forestry Branch in conjunction with City Claims Branch. The evaluation procedure is in accordance with current International Society of Arboriculture evaluation procedure.
- E4.9 Protection of existing trees, repair of trees and pruning of damaged limbs will not be measured for payment and will be included with Underground or Surface Works. Removal and replacement of existing trees by the Forestry Branch deemed to have died or that are dying due to damage from carelessness during construction will be at the Contractor's cost and will be invoiced or deducted from any payments owing.

E5. MAINTAINING EXISTING SEWER FLOWS, FLOW CONTROL, DIVERSIONS AND BYPASS PUMPING

- E5.1 Maintaining Existing Sewer Flows, Flow Control, Diversions and Bypass Pumping required to complete the Works in the Contract shall be incidental to the Contract as per Clause 4.16.1 of CW 2130.

E6. EXCAVATION, BEDDING AND BACKFILL

- E6.1 Disposal of Unsuitable or Surplus Excavated Material
 - (a) The Contractor is responsible for arranging for a disposal site for all excavated material, including all associated Works including transportation and payment of tipping fees. Disposal of all excavated material shall be considered incidental to the Works.
- E6.2 Foundation and Bedding
 - (a) Type 3 foundations shall be used in all shafts.
 - (b) Type 3 bedding and initial backfill shall be used in place of sand in all mainline sewer shafts.
 - (c) Open cut sections shall have bedding as directed by the Contract Administrator.
- E6.3 Backfilling and Surface Restoration
 - E6.3.1 Initial backfilling of all excavations shall be carried out by the following methods:

- (i) All shafts located under paved area and within one (1) meter of paved areas, associated with Regent Avenue, shall be backfilled with Class 1 backfill as per SD-002.
- (ii) All shafts located under paved areas and boulevard areas, other than those associated with Regent Avenue, shall be backfilled with Class 3 or Class 5 backfill as indicated in the specifications. All backfill to be constructed as per SD-002.
- (iii) Open cut sections shall be backfilled as directed by the Contract Administrator.
- (iv) Material excavated when frozen, or when air temperature is less than 0 °C shall not be used as fill or backfill until material completely thaws.
- (v) The Contractor shall have personnel available for immediate repairs of settlement at shaft locations from the start of construction until final restoration is complete.

E6.3.2 Final surface restoration shall be as follows:

- (i) The excavation shall be jetted and tamped twice, as per CW 2030.
- (ii) After the second jetting operation is completed, the excavation is to be subcut to 1.5m below final surface elevation and recompact in 300mm lifts to the subgrade level using vibratory compaction methods in accordance with CW 2030 backfill.
- (iii) Pavement shall be completed in accordance with CW 3310 or CW 3410, depending on type of existing pavement surface.
- (iv) Boulevard restoration shall be completed in accordance with CW 3510.

E6.3.3 Further to CW 2130:

- (a) Trenchless Installation, Open Trench Installation and Catch Basin connections: All costs associated with backfilling and surface restoration shall be incidental to the Work.

E7. TRENCHLESS EXCAVATION

- E7.1 Further to Clause 3.4.1 of CW 2130, all sewers shall be installed by trenchless methods. Where necessary tie-ins to existing sewers may be through open cut methods.
- E7.2 Selection of excavation equipment for installation of sewers by trenchless methods shall be the responsibility of the Contractor and shall be made based on expected soil conditions as detailed on the test hole logs. Trenchless sewer installation may be by any suitable methods including coring or by tunnel boring machine that will meet the design objective and not conflict with the Traffic Management plan described in D25.
- E7.3 The Contractor shall make allowances in the choice of equipment to account for reasonable and minor deviations in ground conditions and shall have contingency plans for the removal of boulders and other minor changes in ground conditions.
- E7.4 Methods for dealing with and paying for Trenchless Excavation Obstructions are shown in Section E8.
- (a) The notice shall provide details of the change in subsurface soil conditions or obstructions encountered, any proposed construction procedure revision that the Contractor intends to undertake, as well as any other relevant supporting information.
 - (b) The Contract Administrator shall review the notice as expeditiously as possible to assess whether the change in conditions and revised construction procedures amount to a Change in Work.

E8. TRENCHLESS EXCAVATION OBSTRUCTIONS

- E8.1 Contingency plans for removal of the obstructions encountered in trenchless excavations must be approved by the Contract Administrator as follows:

- (a) Drill or excavate a shaft at the location of the obstruction, drilling, splitting or breaking the obstruction into smaller components if required, and removal of the obstruction.
- (b) Remove the obstruction through the jacking head or core hole following drilling, splitting or breaking the obstruction into smaller components as required.
- (c) Other removal methods.

E8.2 Where the Contract Administrator deems that the obstruction encountered represents a Change in Work, it shall be valued in accordance with GC:7.4 (c) and the following supplemental requirements:

- (a) The first four (4) hours of handling obstructions for each occurrence shall be the responsibility of the Contractor. The Contractor shall notify the City and Project Coordinator upon immediate discovery of each obstruction occurrence.
- (b) Equipment rates for equipment required in support of the obstruction removal shall be compensated at the MHCA rental rates. Equipment not listed in the MHCA rate schedule shall have their rates established by the Contractor prior to the commencement of Work in accordance with the procedure documented in the MHCA rental guide for establishing equipment rental rates and shall be subject to the approval of the Contract Administrator.
- (c) Standby equipment that cannot reasonably be deployed elsewhere during the duration of the obstruction removal shall be compensated at 50% of its established rate as noted in E8.2(b) above.
- (d) Labour rates and material costs associated with obstruction removal shall be compensated as per GC:7.4 (c) and 7.4.1 with the provision that any removal and replacement of pavements shall be compensated at the Contract Unit Price for such Work.

E8.3 Trenchless Excavation Obstructions shall be paid as a percentage of the contract unit price for "Trenchless Excavation Obstructions". The percentage paid shall be as measured and accepted by the Contract Administrator.

E9. ABANDONED SEWER SERVICES

E9.1 Should it become necessary for an abandoned sewer main to be removed to facilitate construction of the relief sewer, it shall be the responsibility of the Contractor to notify the City prior to removing the sewer. After obtaining acknowledgement from the City that the main is abandoned, the necessary length may be removed and the open ends of the abandoned sewer plugged and sealed in accordance with CW 2130. No separate payment shall be made for this Work. It shall be incidental to the price bid for installation of the sewers.

E10. ABANDONED GAS MAINS

E10.1 Should it become necessary for an abandoned gas main to be removed to facilitate construction of the sewer, it shall be the responsibility of the Contractor to notify the Gas Company prior to removing the main. After obtaining an acknowledgement from the Gas Company that the main is abandoned, the necessary length may be removed and the open ends of the abandoned gas main plugged and sealed in accordance with CW 2130. No separate payment shall be made for this Work. It shall be incidental to the price bid for installation of the sewers.

E11. REPAIRS TO EXISTING SEWER AND WATER SERVICES

E11.1 Should it become necessary for any repair works to be completed on existing sewer or water main services, as a direct result of the Contractors installation methods for the relief sewer, the Contractor will immediately inform the City and Contract Administrator and cease all works in the vicinity. The City will inform the Contractor of the resultant investigation and appropriate repair works and instruct the Contractor to perform repair works in accordance with CW 2130. No separate payment shall be made for this Work. It shall be incidental to the price bid for installation of the sewers.

E12. CONNECTING TO EXISTING SEWERS WITH CROSS CONNECTIONS

E12.1 Description

- (a) This Specification supplements and amends City of Winnipeg Standard Construction Specification CW 2130 Gravity Sewers, and shall cover connecting to existing sewers.

E12.2 Schedule

- E12.2.1 Each of the cross connections from the existing sanitary manholes to the new relief manholes to be scheduled after installation of the downstream connection manhole completed.

E12.3 Method of Measurement and Basis of Payment

- E12.3.1 Connections to existing sewers shall be measured on a unit basis and paid for at the Contract Unit Price for "Connecting to Existing Sewer". The unit price shall include but not be limited to concrete coring for the pipe opening, required piping and structural connection collar to the existing sewer, shoring, backfill, cast-in-place concrete works and performing all operations necessary to complete the Works as specified and as indicated on the Drawings including all items incidental to the Works.

E13. DROP MANHOLES

E13.1 Description

- (a) This Specification supplements and amends City of Winnipeg Standard Construction Specification CW 2130 Gravity Sewers, and shall cover the installation of wastewater drop manholes.

E13.2 Materials

- E13.2.1 Precast concrete sections and adjusting rings, ladder rungs, joint gaskets and cast iron frames and covers.

- (a) As per CW 2130.

- E13.2.2 Drop Pipe Assembly

- (a) As per City of Winnipeg SD-010D.

- E13.2.3 Drop Bowl c/w Hood Assembly

- (a) As indicated on the Drawings.

- E13.2.4 Twin Drop Pipe Assembly

- (a) Each drop pipe as per City of Winnipeg SD-010D with minimum clearance between each pipe centre line of 450mm.

E13.3 Submittals

- E13.3.1 Submit shoring design, shop drawings for drop pipe and drop bowl assemblies, reinforcing steel shop drawings and concrete mix design in accordance to CW 2160.

E13.4 Construction Methods

- E13.4.1 Manhole installation as per CW 2130 and as per City of Winnipeg SD-010D.

- E13.4.2 Drop bowl c/w hood assembly as per manufacturer's installation instructions.

E13.5 Method of Measurement and Basis of Payment

- E13.5.1 Construction of Drop Manholes shall be measured on a linear metre basis. The linear metre price shall include but not be limited to the excavation, shoring, backfill, drop pipe assembly. Drop bowl assembly includes frames and covers, rungs, reducers, adjusting

rings, benching, appurtenances, miscellaneous metals, couplings and miscellaneous materials.

E14. TEMPORARY SURFACE RESTORATION

- E14.1 Further to clause 3.3 of CW 1130, where permanent surface restorations cannot be made due to cold weather, the Contractor shall temporarily restore surfaces as follows:
- (a) backfill and level boulevards and grassed areas to match existing surface elevations,
 - (b) cap excavations in street pavement with a 100 millimetre thick layer of "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310,
 - (c) cap excavations in sidewalk pavement with a 50 millimetre thick layer of "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310,
 - (d) insulate temporary concrete where required during 24 hour curing period,
 - (e) where curb has been removed as part of the pavement cut pour temporary curb using "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310,
 - (f) remove all temporary pavement prior to permanent restorations.
- E14.2 The Contractor shall monitor and maintain temporarily restored surfaces as required until permanent restoration is complete.
- E14.3 If, in the opinion of the Contract Administrator, temporarily restored surfaces are not being adequately maintained or were not properly constructed and pose a danger to the public, maintenance or reconstruction will be done by the City forces with no advance notification to the Contractor.
- E14.4 All costs associated with the maintenance or reconstruction of temporary pavement incurred by the City shall be deducted from future payments to the Contractor.
- E14.5 Temporary surface restorations shall be measured on an area basis and paid for at the contract unit price for "Temporary Surface Restorations", "a) street pavement" or "b) sidewalk". The area to be paid for shall be the total number of square metres of street pavement or sidewalk temporarily restored, accepted and measured by the Contract Administrator.
- E14.6 No measurement or payment will be made for the temporary restoration of barrier or lip curb.
- E14.7 No measurement or payment will be made for the temporary restorations of boulevards and grassed areas.
- E14.8 No measurement or payment will be made for the removal of temporary pavement prior to permanent restoration.

E15. BACKFILL UNDER TEMPORARY SURFACE RESTORATIONS

- E15.1 Use class 2 backfill in excavation under temporary street pavement and sidewalk where Class 3 backfill cannot be jetted and flooded due to cold weather.
- E15.2 Class 2 backfill may be compacted in 600mm lifts where backhoe operated pneumatic plate compactors are used.
- E15.3 Jet and flood Class 2, Class 3 and Class 5 backfilled excavations in spring when ground is not frozen prior to permanent restoration.
- E15.4 No extra payment will be made for the installation of Class 2 backfill under temporary street pavement and sidewalk.

E16. CONCRETE FOR EARLY OPENING OF PAVEMENT RESTORATIONS

- E16.1 Further to CW 3310, all concrete used for final and temporary pavement restoration shall have a minimum compressive strength of 20 MPa 24 hours after placement.
- E16.2 The concrete associated with the Regent Avenue restoration will be early opening concrete and have a depth of 200mm.

E17. FULL DEPTH PARTIAL SLAB PATCHES

- E17.1 Construct full depth partial slab patches in accordance with CW 3230.
- E17.2 Full depth partial slab patches shall be measured on an area basis and paid for at the Contract Unit price per square meter for "Partial Slab Patches" for each type of pavement.
- E17.3 No differentiation will be made for class of patch.
- E17.4 No separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices for "Partial Slab Patches".

E18. MISCELLANEOUS CONCRETE SLAB RENEWALS – SIDEWALKS

- E18.1 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.

E19. CONCRETE CURB RENEWALS

- E19.1 Construct concrete curb renewals 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.

E20. SNOW CLEARING

- E20.1 All required snow clearing shall be performed by the Contractor at his own expense.
- E20.2 The Contractor will be required to perform snow clearing and sanding operations on City streets and sidewalks within the Site where access to City snow clearing and sanding crews is blocked due to construction activities or where construction activities have created unsafe, icy conditions.
- E20.3 Snow build-up on sidewalks and roadways shall be maintained to the condition of the surrounding sidewalks and roadways.

E21. SEWER AND MANHOLE CLEANING AND INSPECTION

- E21.1 Existing Sewers and Manholes as identified herein shall be cleaned prior to inspection in accordance with CW 2140.
- E21.2 Existing Sanitary Sewers where existing cross connections will be abandoned shall be cleaned prior to CCTV inspection between the Sanitary Sewer manhole and Land Drainage Sewer Manhole. Manhole cleaning will be included as part of sewer cleaning in accordance with CW 2140 Clause 4.4.
- E21.3 Existing Sanitary Sewer Manholes where connections to new relief sewer are necessary shall be surveyed prior to any work commencement. Any differences between the surveyed and existing level information should be immediately reported to the City and Contract Administrator. The City/Contract Administrator will inform the Contractor of possible resultant changes to the design levels.

E22. VIDEO INSPECTION OF EXISTING SEWERS

E22.1 Further to CW 2130, Clause 3.19 no payment shall be made for CCTV video inspection of existing sewers following cross connection abandonment.

E23. EXISTING CROSS CONNECTIONS ABANDONMENT

E23.1 Description

- (a) The existing cross connections between the sanitary sewers and the land drainage sewers located at the junction of Yale Avenue and Day Street (City reference S-MH40012464) and junction of Wabasha Street and Park Circle (City reference S-MH40012587) are to be abandoned.

E23.2 Schedule

- (a) The abandonment to take place after the installation of the proposed relief sewers.
- (b) A condition assessment of both existing gates to be completed and provided to the Contract Administrator at least 3 working days prior to removal of the existing gates. This will include photographs of both gates in-situ.
- (c) At the instruction of the City or the Contract Administrator, the existing gates will be carefully removed, for City's re-use purposes, and transported to the local City depot as instructed by the Contractor Administrator.

E23.3 Materials

- (a) Cement Stabilized Flowable Concrete.
 - (i) As per CW 2110.

E23.4 Method of Measurement and Basis For Payment

- (a) Abandonment of the existing cross connections shall be measured on a lump sum basis. The lump sum price shall include but not be limited to the investigation and condition survey, removal and transportation of the existing flap gate and sluice gates, plugging of existing sewers and filling with cement stabilized flowable fill.

E24. PAVEMENT REINSTATEMENT – STREET CLASSIFICATION AND SURFACE TYPE

E24.1 The Contractor will follow the City's Street By-law No. 1481/77 and Street Cuts Manual (2016) for all excavation restoration.

E24.2 Each of the streets where the relief sewer will be installed for Contract 2 have been classified and of a surface type as follows:

- (a) Yale Avenue West (from Winona Street to Bond Street – Poor - Concrete
- (b) Yale Avenue West (from Bond Street to Day Street – Poor - Concrete
- (c) Yale Avenue East (from Day Street to Kanata Street) – Good – Asphalt over Concrete
- (d) Yale Avenue East (from Kanata Street to Wabasha Street) – Good - Concrete
- (e) Yale Avenue East (Wabasha Street to Roanoke Street) – Good – Concrete
- (f) Yale Avenue East (from Roanoke Street to Leola Street – Good – Asphalt over Concrete
- (g) Bond Street (from Melrose Avenue West to Regent Avenue West) – Good – Asphalt over Concrete
- (h) Regent Avenue West (Westbound) – Good – Asphalt over Concrete
- (i) Regent Avenue West (Eastbound) – Good – Asphalt over Concrete
- (j) Bond Street (from Regent Avenue West to Victoria Avenue West) – New – Asphalt over Concrete

- (k) Bond Street (from Victoria Avenue West to Yale Avenue West) – Poor – Asphalt over Concrete
- (l) Kanata Street (from Victoria Avenue East to Yale Avenue East) – Poor – Concrete
- (m) Wabasha Street (from Victoria Avenue East to Yale Avenue East) – Good – Asphalt
- (n) Roanoke Street (from Ravelston Avenue East to Yale Avenue East) – Good – Asphalt over Concrete
- (o) Roanoke Street (from Victoria Avenue East to Yale Avenue East) – Good – Asphalt over Concrete
- (p) Leola Street (from Victoria Avenue East to Yale Avenue East) – Fair – Asphalt over Concrete

E24.3 Notwithstanding the restoration requirements identified in E24.2, all street segments within the work area impacted by the Work as determined by the Contract Administrator shall be maintained and restored with the following additional requirements.

- (a) Review and record the condition of each street segment with the Contract Administrator and a City Representative from Public Works prior to the initiation of Work.

E24.4 Review and record the condition of each street segment with the Contract Administrator and a City Representative from Public Works prior to surface restoration. The surface restoration required for each street segment will be agreed upon at this time.

E25. EXPLORATION OF EXISTING UTILITIES AND SERVICES

E25.1 Further to CW 1120, the Contractor shall perform exploratory excavations by soft dig methods or other methods suitable to the Contract Administrator to verify and locate buried utilities including but not limited to sewers, watermain, large diameter service watermain, land drainage sewers, gas mains, power and telecommunications ducts and conduits, traffic signal conduits, street lighting and other communication cables at proposed crossing locations.

E25.2 The exploration shall be done following all utility location surveys and a minimum of ten (10) days prior to any construction. The information obtained will determine if an alternative vertical or horizontal alignment of the proposed relief sewer may be beneficial to minimize conflicts with the existing utilities or services

- (a) Prior to any construction works for the installation of the relief sewers, the vertical level of the existing 1800mm LDS pipe in Yale Avenue (at crossing chainage 1+375) near intersection with Day Street is to be established. The top of the pipe and bottom of the pipe elevations are to be confirmed in the presence of the Contract Administrator.

E25.3 The Contractor shall arrange for all required utility locations, safety watches and other required notifications.

E25.4 The Contractor shall provide a minimum of two (2) Business Days' notice to the Contract Administrator prior to conducting utility exposures.

E25.5 Measurement and Payment

- (a) Exploration of utility locations and elevations will be incidental to the Contract.
- (b) Exception covering the locating and confirmation of the vertical level of the base of the existing 1800mm LDS pipe at intersection of Yale Avenue and Day Street (approx. Ch. 1+375). A lump sum price shall include but not be limited to the excavation, shoring, backfill, restoration and be paid under "Exploration of Existing Utilities and Services" in Form B of the Bid Submission.

E26. CONNECTING TO EXISTING SEWER

E26.1 Further to CW 2130, the Contractor shall connect to the newly installed 750mm diameter relief sewer pipeline in Yale Avenue at approximately CH 1+012 (refer to DWG C-221). This pipeline

was installed via trenchless methods and has been plugged with wooden planks which require to be removed and disposed off site. The surface restoration was completed as a temporary surface installation and will be replaced to full permanent restoration as part of this Contract.

E26.2 Measurement and Payment

- (a) The connection to the existing 750mm concrete pipe in Yale Avenue will be measured and paid for at the Contract Lump Sum Price for "Connection to Existing Sewer". The price shall include but not be limited to the excavation, shoring, backfill, surface restoration including the removal of the previous temporary surface restoration and replacement with permanent restoration.

E27. PROVISIONAL ITEMS

- E27.1 The Provisional Items listed on Form B: Prices are part of the Contract.
- E27.2 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.
- E27.3 Notwithstanding GC: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 the grounds of loss of anticipated profit or for any other reason.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a 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) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- F1.2 Prior to the award of Contract, 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.
- F1.3 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 F1.1.
- F1.4 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.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated 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 F1.1.