



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 1172-2018

**NORTH TRANSCONA WASTE WATER INTERCEPTOR SEWER – PLESSIS ROAD
AND GUNN ROAD**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	6

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	7
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	8
B18. Evaluation of Bids	8
B19. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2
D8. Furnishing of Documents	3

Submissions

D9. Authority to Carry on Business	3
D10. Safe Work Plan	3
D11. Insurance	3
D12. Contract Security	4
D13. Detailed Work Schedule	4

Schedule of Work

D14. Commencement	5
D15. Sequence of Work	5
D16. Working Days	6
D17. Substantial Performance	6
D18. Total Performance	6
D19. Liquidated Damages	6
D20. Site Occupancy	7
D21. Scheduled Maintenance	8

Control of Work

D22. Job Meetings	8
D23. Traffic Control and Maintenance of Access	8
D24. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	9
D25. The Workplace Safety and Health Act (Manitoba) – Qualifications	9

Measurement and Payment

D26. Payment	9
--------------	---

Warranty

D27. Warranty	10
Form H1: Performance Bond	11
Form H2: Labour and Material Payment Bond	13

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Soils Investigation Report	1

General Requirements

E3. Imperial Oil Pipeline Crossing	1
E4. Maintaining Existing Sewer Flows, Flow Control, Diversions and Bypass Pumping	2
E5. Excavation, Bedding and Backfill	2
E6. Street Classification and Surface Type	2
E7. Permanent Surface Restorations	3
E8. Manhole Approaches	4
E9. Connection to Existing Manhole	4
E10. Trenchless Installation Obstructions	4
E11. Exploration of Existing Utilities	5
E12. Temporary Surface Restoration	5
E13. Concrete For Early Opening of Pavement Restorations	6
E14. Snow Clearing	6

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
------------------------	---

Appendix A – Soils Investigation Report

Appendix B – Existing Manhole at Plessis Road and Devonshire Drive

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 NORTH TRANSCONA WASTE WATER INTERCEPTOR SEWER – PLESSIS ROAD AND GUNN ROAD

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 4, 2019.

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.
- B6.3 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/matmgmt/bidopp.asp>
- B6.4 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.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

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 B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond;
- 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.
- 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 B18.1(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 13 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 Bidder must complete the Approximate Quantity column for item D.1 Initial Span on Form B: Prices in accordance with D20.**
- B10.3 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.
- B10.4 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. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

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

that could or would be seen to:

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

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

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

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of

Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B13.5 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.

B13.6 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.

B14. BID SECURITY

B14.1 The Bidder shall provide bid security in the form of 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).

B14.1.1 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.

B14.1.2 All signatures on bid securities shall be original.

B14.1.3 The Bidder shall sign the Bid Bond.

B14.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B14.2 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 contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.3 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.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 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.

B15.1.1 Bidders or their representatives may attend.

B15.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B14 will not be read out.

B15.2 Following the Submission Deadline, the names of the Bidders and their Evaluated 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/>

B15.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>

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

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

B16. IRREVOCABLE BID

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

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

B17. WITHDRAWAL OF BIDS

B17.1 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.

B17.1.1 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.

B17.1.2 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 13 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B17.1.3 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 13 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Bid withdrawn.

B17.2 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 B16.2 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.

B18. EVALUATION OF BIDS

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

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Evaluated Total Bid Price;

(d) economic analysis of any approved alternative pursuant to B7.

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

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

B18.4 Further to B18.1(c), where the Total Bid Price exceeds the funds stated in D2.3, the City may determine that no award will be made in accordance with B19.2.1(a).

B18.5 Further to B18.1(c), the Evaluated Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.5.1 Further to B18.1(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.

B18.5.2 Further to B18.1(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.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B19.3 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 B18.

B19.3.1 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 a 750mm waste water interceptor sewer and the associated appurtenances on Plessis Road and Gunn Road

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

- (a) Construction of approximately 2,290m of 750mm waste water interceptor sewer by trenchless methods.
- (b) Construction of approximately 103 vertical meters of 1500mm and 1800mm manholes.
- (c) Connection of the new waste water interceptor sewer to the existing waste water interceptor sewer manhole at Plessis Road and Devonshire Drive.
- (d) CCTV inspection and condition coding of the new waste water interceptor sewer.
- (e) Surface restorations and related works.

D2.3 The funds available for this Contract are \$6,000,000.00

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (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) "**Final Span**" means the number of Charged Days assessed for Site Occupancy as calculated pursuant to D20.3.
- (c) "**Initial Span**" means the number of Charged Days bid by the Contractor for Site Occupancy on Form B: Prices;
- (d) "**Site Occupancy**" means a system for monitoring and administering progress of the Work. Site occupancy involves the Contract Administrator setting a completion 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, and depending on the actual Working Days to complete the work, there may be a bonus payment or deduction applied to the final payment.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Duane Baker, C.E.T.
Construction Services Coordinator
Telephone No. (204) 986-4289
Email Address duanebaker@winnipeg.ca

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.

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 identified in D4.

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:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

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 not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.

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. CONTRACT SECURITY

- D12.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.
- D12.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D12.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D13. DETAILED WORK SCHEDULE

- D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.
- D13.2 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 to the Contract Administrator.
- D13.3 Further to D13.2(a) the CPM schedule shall clearly identify key milestone dates and the start and completion dates of the Work items as listed below:
- (a) Commencement Date.
 - (b) Tie-in to the existing waste water interceptor sewer manhole at Plessis Road and Devonshire Avenue.
 - (c) Installation of the waste water interceptor sewer on Plessis Road and Gunn Road separately.
 - (d) Traffic control closures and openings
 - (e) Surface restoration.
 - (f) Substantial Performance.
 - (g) Total Performance
- D13.4 Further to D13.2(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.
- D13.5 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

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in 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 contract security specified in D12; and
 - (vi) the Detailed Work Schedule specified in D13.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D14.3 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 (Charged 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. 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.
- D14.4 The City intends to award this Contract by March 8, 2019
- D14.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. SEQUENCE OF WORK

- D15.1 To minimize traffic disruptions to residents and businesses on Plessis Road and Gunn Road the Contractor shall sequence the Work as below:
- (a) Initial set up of the Work area will be allowed from Devonshire Drive to the beginning of the north bound left turn lane at North Meadows Drive.
 - (b) Permanent Restorations from Devonshire Drive to Spring Meadow Crescent shall commence at any time but no later than immediately after the pipe work advances past the Spring Meadow Crescent intersection.
 - (c) When the permanent restorations up to Spring Meadow Crescent are complete and the traffic and turn restrictions are removed, the Work area may be advanced to MH4.
 - (d) Permanent Restorations from Spring Meadow Crescent to North Meadow Drive shall commence at any time but no later than immediately after the pipe work advances past the North Meadow Drive intersection.
 - (e) The Contractor will need to determine the appropriate restoration timing so that the left turn restrictions at Spring Meadow Crescent and North Meadow Drive will not occur concurrently.
 - (f) East bound Gunn Road from Plessis Road to the entrance of the Transcona Bioreserve shall be closed when required after the Work has started between North Meadow Drive and Gunn Road.
 - (g) Permanent Restorations from North Meadow Drive to Gunn Road shall commence at any time but no later than immediately after the pipe work advances on to Gunn Road

- (h) East bound Gunn Road from the entrance of the Transcona Bioreserve to Day Street shall be closed when required after the advancement of the Work on Gunn Road.

D16. WORKING DAYS

- D16.1 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.
- D16.2 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.
- D16.3 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 daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged.

D17. SUBSTANTIAL PERFORMANCE

- D17.1 The Contractor shall achieve Substantial Performance by September 13, 2019.
- 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 September 30, 2019.
- D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D18.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts for each

and every Working Day following the days fixed herein for same during which such failure continues.

(a) Substantial Performance - One Thousand dollars (\$1,000.00);

D19.2 The amount specified for liquidated damages in D19.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. SITE OCCUPANCY

D20.1 General

D20.1.1 Initial Span

(a) The Initial Span bid by the Contractor for the Site Occupancy on Form B: Prices shall be the number of consecutive Charged Days predicted for the Contractor to achieve Total Performance. The Initial Span should not include the completion of Provisional Items (Part B, Form B: Prices).

D20.2 Measurement

D20.2.1 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 Total Performance for all Work including resotations. 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.

D20.2.2 Charged Days will be assessed for every Working Day except for the following:

- (a) Days prior to the Contractor starting work on site. The Contractor shall provide a minimum of ten (10) Business Days' notice to the City for commencement of the Work. Failure of the Contractor to commence work as indicated in D14.3, may result in the assessment of Charged Days equivalent to the estimated costs incurred to the City; and
- (b) Days not worked due to Force Majeure.

D20.2.3 The total amount of Charged Days will be measured in whole numbers.

D20.3 Final Span

D20.3.1 Extensions to the Initial Span will determine the Final Span and will be calculated as follows:

(a) Final Span = $(F/A) \times I$

(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 (Part D, Form B: Prices);

(ii) I = Initial Span of the Contract as bid on Form B: Prices

(iii) A = Total bid price at award excluding Site Occupancy (Part D, Form B: Prices) and Provisional Items (Part B, Form B: Prices).

D20.4 Site Occupancy Payment

D20.4.1 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.

D21. SCHEDULED MAINTENANCE

- D21.1 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 CW 3510;
 - (b) Seeding as specified in CW 3520
- D21.2 Determination of 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

D22. JOB MEETINGS

- D22.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D23. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

- D23.1 Traffic control shall be carried out in accordance with Section 3.7 of CW 1130.
- D23.2 Further to D23.1, should the Contract Administrator require that Work on Regional Streets be carried out at night, on Sundays, on public holidays or that Work be restricted or suspended during peak traffic hours, the Contractor shall comply without additional compensation being considered to meet these requirements.
- D23.3 Regional Street in this Contract is:
- (a) Plessis Road
- D23.4 Traffic control on Plessis Road during the Work shall be as follows::
- (a) General
 - (i) Maintain one lane of traffic in the northbound curb lane on Plessis Road at all times.
 - (ii) Maintain one lane of traffic in the southbound curb lane on Plessis Road at all times.
 - (iii) Intersecting streets and private approaches must be maintained at all times.
 - (iv) Bus traffic must be maintained at all times

(b) Turn Restrictions

- (i) All north bound and south bound left hand turns will be restricted at times during the Work

D23.5 Construction activities on Regional Streets shall be restricted to the closed lanes between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday and other hours as directed by the Contract Administrator.

D23.6 Traffic Control on Gunn Road during construction shall be as follows:

- (a) East bound traffic on Gunn Road from Plessis Road to Day Street will not be permitted for the duration on the Work on Gunn Road.
- (b) West bound traffic on Gunn Road from Plessis Road to Day Street traffic will be maintained for the duration on the Work on Gunn Road
- (c) Intersecting streets and private approaches will be maintained at all times.

D23.7 Traffic control on other Non-Regional Streets during construction shall be as follows:

- (a) Maintain one lane of traffic with street signed as "Road Closed - No Exit".
- (b) Intersecting streets and private approaches will be maintained at all times.
- (c) Bus traffic will be maintained at all times.

D23.8 The Contractor will have access to the open lanes of traffic during non-restricted hours provided flag persons are used in accordance with the most current edition of The City of Winnipeg Manual of Temporary Traffic Control on City Streets to maintain traffic safety.

D23.9 Further to Section 3.6 of CW 1130, 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.

D23.10 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.

D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D24.1 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).

D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D25.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D26. PAYMENT

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

D26.2 Further to D20, no payment will be made for Site Occupancy other than as set out in D20.4. Site Occupancy Amount on Form B: Prices will be used for evaluation of Bids.

WARRANTY

D27. WARRANTY

D27.1 Warranty is as stated in C13.

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. 1172-2018

NORTH TRANSCONA WASTE WATER INTERCEPTOR SEWER – PLESSIS ROAD AND GUNN ROAD

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 1172-2018

NORTH TRANSCONA WASTE WATER INTERCEPTOR SEWER – PLESSIS ROAD AND GUNN ROAD

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ day of _____, 20_____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the 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>
11884	Cover Sheet
11885	Index Page
11886	Plessis Road – 27 S of Devonshire Drive to 103 N of Devonshire Drive
11887	Plessis Road – 103 N of Spring Meadow Drive to Gunn Road
11888	Gunn Road – Plessis Road to 275 E of Plessis Road
11889	Gunn Road – 275 E of Plessis Road to 625 E of Plessis Road
11890	Gunn Road – 625 E of Plessis Road to 653 W of Day Street
11891	Gunn Road – 653 W of Day Street to 304 W of Day Street
11892	Gunn Road – 304 W of Day Street to Day Street
11924	Detail Sheet

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, a geotechnical soils investigation was completed and geotechnical test holes have been drilled in the vicinity of the proposed Works to determine the character of the subsurface soil. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in the soil conditions may exist between test holes and fluctuations in ground water levels can be expected seasonally. The geotechnical investigation report with testhole logs is included in Appendix A.

GENERAL REQUIREMENTS

E3. IMPERIAL OIL PIPELINE CROSSING

- E3.1 The City of Winnipeg will enter into an agreement with Imperial Oil for the crossing of the existing 10" oil pipeline on Gunn Road with the new 750mm diameter waste water interceptor sewer. The crossing agreement is not yet fully executed. If the agreement is not fully executed prior to the construction being completed to the crossing, the Contractor shall stop the work at MH5 (west of the oil pipeline easement) and continue from MH6 (east of the oil pipeline easement). The waste water interceptor sewer installation through the Imperial Oil easement can commence when the Contract Administrator informs the Contractor that the agreement has been fully executed. It is the City of Winnipeg's expectation that the crossing agreement will be completed prior to the Contractor achieving pipe installation to MH5 (west of the oil pipeline easement).

E4. MAINTAINING EXISTING SEWER FLOWS, FLOW CONTROL, DIVERSIONS AND BYPASS PUMPING

E4.1 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.

E5. EXCAVATION, BEDDING AND BACKFILL

E5.1 Disposal of Unsuitable or Surplus Excavated Material

- (a) The Contractor is responsible for arranging for a disposal site for all excavated material that is not to be reused, including all associated works including transportation and payment of tipping fees. Disposal of all excavated material shall be considered incidental to the Works.

E5.2 Foundation and Bedding

- (a) Type 3 or 4 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) For any open cut sections, the Contractor shall have all foundation and bedding recommended by an approved pipe supplier and agreed with the City.

E5.3 Backfilling and Surface Restoration

- (a) 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 shall be backfilled with Class 3 backfill as per SD-002.
 - (ii) For any open cut sections, the Contractor shall have all backfill recommended by an approved pipe supplier and agreed with City.
 - (iii) The Contractor shall have personnel available for immediate repairs of settlement at shaft locations from the start of construction until final restoration is complete.

E5.4 Final Surface Restorations:

- (i) The excavations shall be jetted and tamped as per CW 2030.
- (ii) Pavement shall be completed in accordance with E7 depending on the type of existing pavement surface.
- (iii) Boulevard and ditch restoration shall be completed in accordance with E7.

E5.5 Measurement and Payment

- (a) All costs associated with Excavation, Bedding and Backfill as described herein are incidental to the installation of the waste water interceptor sewer.

E6. STREET CLASSIFICATION AND SURFACE TYPE

E6.1 The streets where the interceptor sewer will be installed have been classified and of a surface type as follows:

- (a) Plessis Road (from Devonshire Drive to Approximately 115m south of Gunn Road) – Asphalt over Concrete – Fair Condition
- (b) Plessis Road (from Approximately 115m south of Gunn Road to Gunn Road) – Asphalt – Good Condition
- (c) Gunn Road (Plessis Road to Day Street) – Asphalt – Good Condition

E6.2 Notwithstanding the restoration requirements identified in E6, 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.

E6.3 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.

E7. PERMANENT SURFACE RESTORATIONS

E7.1 Existing Manhole on Devonshire Drive to New Manhole MH3 – Plessis Road:

- (a) Construct full depth partial slab patches as per below:
 - (i) 50mm type 1A asphaltic concrete overlay in accordance with CW 3410
 - (ii) 200mm reinforced concrete pavement in accordance with CW 3230.
 - (iii) 75mm – 20mm base course
 - (iv) 150mm – 50mm limestone sub-base
- (b) Further to CW 3310, all concrete used for permanent surface restoration shall be early opening and have a minimum compressive strength of 20 MPa 24 hours after placement.
- (c) No separate payment will be made for drilled dowels or tie-bars.
- (d) Construct concrete curb renewals in accordance with CW 3240 and SD-204

E7.2 New Manhole MH3 to New Manhole MH4 – Plessis Road:

- (a) Construct asphalt patches as per below:
 - (i) Leave patch 50mm below finished grade
 - (ii) 50mm of type 1A asphaltic concrete.
 - (iii) 100mm – 20mm base course
 - (iv) 300mm – 50mm limestone sub-base
- (b) Plane existing median lane asphalt in accordance with CW 3450. Planing depth to be 0-50mm for a lane width of approximately 4m and a length of approximately 92m as shown on the drawings.
- (c) Construct asphaltic concrete overlay in accordance with CW 3410 for the length and width of the planed area.
- (d) Further to CW 3410 there will be no maximum width for an asphalt patch.
- (e) Construct concrete curb renewals in accordance with CW 3240 and SD-200

E7.3 New Manhole MH4 to New Manhole MH5 – Plessis Road:

- (a) Construct asphalt patches as per below:
 - (i) 100mm of type 1A asphaltic concrete
 - (ii) 100mm – 20mm base course
 - (iii) 300mm – 50mm limestone sub-base
- (b) Further to CW 3410 there will be no maximum width for an asphalt patch.
- (c) Construct concrete curb renewals in accordance with CW 3240 and SD-200

E7.4 New Manhole MH6 to New 750mm Plug at Day Street – Gunn Road:

- (a) Final restoration of grassed area on Gunn Road from Plessis Road Road to the existing ditch shall be sodded as per CW 3510
- (b) Final ditch slopes to be graded to match existing ditch and topsoil and seeded as per CW 3520.

E7.5 Measurement and Payment

- (a) All costs associated with removal of existing materials and construction of all Permanent Surface Restorations as part of the construction activity shall be constructed as described herein and is incidental to the installation of the waste water interceptor sewer.
- (b) When directed by the Contract Administrator, additional permanent surface restorations shall be measured on an area basis and paid for at the contract unit price for:
 - (i) Partial Slab Patches
 - (ii) Asphalt Patches
 - (iii) Concrete Curb Renewals, and
 - (iv) Asphalt Overlays

E8. MANHOLE APPROACHES

E8.1 Construct manhole approaches with crushed limestone base material and asphalt Type 1a as per details on Drawing 11942

E8.2 Measurement and Payment

- (a) All costs associated with construction of manhole approaches is incidental to the installation of the waste water interceptor sewer.

E9. CONNECTION TO EXISTING MANHOLE

E9.1 Construct the connection to the existing manhole at Devonshire Drive as per details on Drawing 11942

E9.2 Measurement and Payment

- (a) All costs associated with removing the 2 layers of brick wall in the existing manhole opening and connecting the new waste water interceptor sewer to the existing manhole shall be paid at the contract unit price for "Connecting to Existing Manhole".

E10. TRENCHLESS INSTALLATION OBSTRUCTIONS

E10.1 Contingency plans for removal of the obstructions encountered in trenchless installations 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.

E10.2 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 Contract Administrator 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 E10.2(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.

E10.3 Removal of Trenchless Installation Obstructions shall be paid as a percentage of the contract unit price for "Removal of Trenchless Installation Obstructions". The percentage paid shall be as measured and accepted by the Contract Administrator.

E11. EXPLORATION OF EXISTING UTILITIES

E11.1 Further to CW 1120, the Contractor shall perform exploratory excavations by soft dig methods to verify and locate buried utilities that are deemed to be in conflict with the Work as shown on the drawings and other locations as directed by external Utility owners or the Contract Administrator.

E11.2 The exploration shall be done following all utility locates 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.

E11.3 The Contractor shall arrange for all require utility locates, safety watches and other required notifications.

E11.4 The Contractor shall provide a minimum of two (2) Business Days' notice to the Contract Administrator prior to conducting utility exposures.

E11.5 Measurement and Payment

- (a) Exploration of utility locations and elevations shall be paid at the contract unit price for "Exploration of Existing Utilities".

E12. TEMPORARY SURFACE RESTORATION

E12.1 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) insulate temporary concrete where required during 24 hour curing period,
- (d) 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,
- (e) remove all temporary pavement prior to permanent restorations.

E12.2 The Contractor shall monitor and maintain temporarily restored surfaces as required until permanent restoration is complete.

E12.3 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.

E12.4 All costs associated with the maintenance or reconstruction of temporary pavement incurred by the City shall be deducted from future payments to the Contractor.

E12.5 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". The area to be paid for shall be the total number of square metres of street pavement temporarily restored, accepted and measured by the Contract Administrator.

- E12.6 No measurement or payment will be made for the temporary restoration of barrier curb.
- E12.7 No measurement or payment will be made for the temporary restorations of boulevards and grassed areas.
- E12.8 No measurement or payment will be made for the removal of temporary pavement prior to permanent restoration.

E13. CONCRETE FOR EARLY OPENING OF PAVEMENT RESTORATIONS

- E13.1 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.

E14. SNOW CLEARING

- E14.1 All required snow clearing shall be performed by the Contractor at his own expense.
- E14.2 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.
- E14.3 Snow build-up on roadways shall be maintained to the condition of the surrounding roadways.

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;
 - (d) accessing private property and interacting with the public to locate private services;
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) 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>; or .
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 Prior to the award of 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 Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.

APPENDIX A – SOILS INVESTIGATION REPORT

APPENDIX B – EXISTING MANHOLE AT PLESSIS ROAD AND DEVONSHIRE DRIVE