



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 226-2020**

**2020 WATER MAIN RENEWALS CONTRACT 6**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2020 WATER MAIN RENEWALS CONTRACT 6

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 27, 2020.
- B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

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

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Tender 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 Tender 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.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **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 Tender 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 Tender, 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 MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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/Proposal;
  - (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 electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.4.1 Bids will **only** be accepted electronically through MERX.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/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/Proposal, 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/Proposal 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;
  - (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/Proposal should be entered 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.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D27. Any such costs shall be determined in accordance with D27.
- 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 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.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

## **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 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- 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 Tender process or the Work; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- 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 Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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);
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -.

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 A sample Bid Bond and Agreement to Bond are available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B14.2 The Bidder shall provide digital 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).

B14.3 Bid security shall be submitted in an electronic or digital format meeting the following criteria:

- (a) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company.
- (b) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (c) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (d) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.3(a).

B14.4 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

B14.5 Bonds passing the verification process will be treated as original and authentic.

B14.5.1 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.

B14.6 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 formed with 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.

B14.7 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 Tender.

#### **B15. OPENING OF BIDS AND RELEASE OF INFORMATION**

B15.1 Bids will not be opened publicly.

B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).

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/Proposal.

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 formed 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/Proposal.

#### **B17. WITHDRAWAL OF BIDS**

B17.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

#### **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 Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) 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 qualified.

B18.4 Further to B18.1(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.

B18.4.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

#### **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 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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2020 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B19.4 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D27 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.5 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.5.1 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 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender 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 water main renewals at various locations in the City of Winnipeg.

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

- (a) The installation of approximately 1370 metres of 150, to 300 mm diameter PVC water main pipe by trenchless methods;
- (b) The installation of a water main crossing under rail tracks on Panet Road.
- (c) Abandonment or removal of existing water mains, hydrants, and valves;
- (d) Installation of valves and hydrants;
- (e) Reconnection or renewal of water service connections;
- (f) Restoration of pavement and boulevard areas.

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

D3.1 The Contract Administrator is AECOM Canada Ltd., represented by:  
Greg Karman, C.E.T.  
Project Manager

Telephone No. 204 928-8488  
Email Address greg.karman@aecom.com

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

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

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

#### **D5. NOTICES**

D5.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

- D5.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **D6. FURNISHING OF DOCUMENTS**

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him/her at cost.

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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.

### **D8. SAFE WORK PLAN**

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D8.2 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>
- D8.3 Notwithstanding B13.3(c) at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### **D9. INSURANCE**

- D9.1 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.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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 Documents, as applicable.

D9.4 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.

## **D10. CONTRACT SECURITY**

D10.1 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.

D10.2 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 an award letter 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 Documents, if applicable.

D10.3 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 D10.1(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.

## **D11. SUBCONTRACTOR LIST**

D11.1 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 Documents, if applicable.

## **D12. DETAILED WORK SCHEDULE**

D12.1 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 C4.1 for the return of the executed Contract.

D12.2 The detailed work schedule shall consist of the following:

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

D12.3 Further to D12.2(a), the schedule shall clearly identify the start and completion dates, on a street by street basis, of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:



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

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D13.2 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 D7;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D8;
    - (iv) evidence of the insurance specified in D9;
    - (v) the contract security specified in D10;
    - (vi) the Subcontractor list specified in D11;
    - (vii) the detailed work schedule specified in D12; and
    - (viii) the security clearances specified in PART F - .
  - (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.
- D13.3 Commencement of the Work shall be at the discretion of the Contractor provided the commencement date will allow the achievement of the, Substantial Performance in accordance with D14, and Total Performance in accordance with D15.

### **D14. SUBSTANTIAL PERFORMANCE**

- D14.1 The Contractor shall achieve Substantial Performance within fifty (50) consecutive Working Days of the commencement of the Work as specified in D13, or by September 30, 2020, whichever occurs first.
- D14.2 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 re-inspected.
- D14.3 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.

### **D15. TOTAL PERFORMANCE**

- D15.1 The Contractor shall achieve Total Performance within sixty (60) consecutive Working Days of the commencement of the Work as specified in D13, or by October 15, 2020, whichever occurs first.

D15.2 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 re-inspected.

D15.3 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.

#### **D16. LIQUIDATED DAMAGES**

D16.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – one thousand five hundred dollars (\$1,500);
- (b) Total Performance – nine hundred dollars (\$900).

D16.2 The amounts specified for liquidated damages in D16.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **D17. COVID-19 SCHEDULE DELAYS**

D17.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.

D17.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D17.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D17.5 The Work schedule, including the durations identified in D14 and D15 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

D17.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D17.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

#### **D18. SCHEDULED MAINTENANCE**

D18.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Landscaping Maintenance as specified in CW 3510.

D18.2 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**

##### **D19. JOB MEETINGS**

D19.1 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.

D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

##### **D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D20.1 Further to C6.26, 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).

##### **D21. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D21.1 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.

##### **D22. WORK PRACTICES ON ASBESTOS-CEMENT PIPE**

D22.1 Further to C.6.26(d), the Contractor's attention is directed to the possible health dangers associated with working with asbestos cement pipe and all work associated with the existing AC water mains shall conform to the following publications:

D22.1.1 "Work Practices for Asbestos-Cement Pipe", AWWA No. M16, published by the American Water Works Association.

D22.1.2 "Recommended Work Practices for AC Pipe", 1977, published by the AC Pipe producers Association.

D22.1.3 The Contractor shall state in the "job specific safe work plan" the proposed procedure for working on AC pipe. The Contractor shall also provide proof of asbestos handling training or certification.

## **D23. TRAFFIC MANAGEMENT**

- D23.1 Traffic control shall be carried out in accordance with Clause 3.7 of CW 1130.
- D23.2 Further to D23.1, should the Public Works Department require that Work on Regional Streets be carried out at night, on Sundays, on Public Holidays, or that work be restricted or suspended during peak traffic hours, the Contractor shall comply without additional compensation being considered to meet that requirements.
- D23.3 Regional Streets on this project are:
- (a) Mission Street
- D23.4 Further to D23.1 and D23.2 on Regional Streets construction activities shall be restricted as follows:
- (a) Mission Street
    - (i) Maintain one lane of traffic in each direction at all times.
- 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 18:00 hours Monday to Friday and other hours as directed by the Contract Administrator.
- D23.6 Traffic Control on Non-Regional Streets during construction shall be as follows:
- (a) Panet Road
    - (i) Maintain one lane of traffic in each direction at all times.
    - (i) Maintain access to all establishments at all times.
  - (b) Dugald Road
    - (i) Maintain one lane of traffic in each direction at all times.
  - (c) Paddington Street
    - (i) Maintain through traffic for Winnipeg Transit at all times.
    - (ii) Maintain one lane of traffic in each direction at all times.
  - (d) All other streets
    - (i) Maintain one lane of traffic with street signed as "Road Closed – No Exit";
    - (ii) Intersecting streets shall be maintained at all times;
- D23.7 Further to Section 3.6 of CW 1130 of the General Requirements, the Contractor shall maintain safe pedestrian crossing at intersections at all times.
- (a) Except as noted below, if possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time, the Contractor shall provide flag persons to safely escort pedestrians across the intersection.
  - (b) The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.
  - (c) The Contractor shall maintain pedestrian access at all times. A pedestrian corridor shall be delineated on each side of the roadway where the Contract is working. The minimum width of the corridor shall be 1.5 metres and be clear of any obstructions including but not limited to: streetlights, fire hydrants, signs, benches or other street furniture. No materials will be allowed to be stored in this corridor and the corridor shall be kept clean at all times.
  - (d) Where excavations are required to cross through the pedestrian corridor, the Contractor will be allowed to close the sidewalk temporarily. Appropriate signing shall be placed at each end of the sidewalk during the closure. Immediately after the installations, the excavations shall be backfilled and capped with 20 mm down limestone and maintained until further restorations are completed.

D23.8 The Contractor is advised that pedestrian corridors from Martin Avenue West and Harbison Avenue West to Elmwood High School must be maintained at all times.

D23.9 The Contractor shall not park company or private vehicles inside the barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.

## MEASUREMENT AND PAYMENT

### D24. WATER USED ON CITY OF WINNIPEG CONSTRUCTION PROJECTS

D24.1 Further to Section 3.7 of CW 1120, charges incurred for the permit and water meters shall be paid for by the Contractor when taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The Bid Opportunity number shall be noted on each permit.

### D25. PAYMENT

D25.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## WARRANTY

### D26. WARRANTY

D26.1 Warranty is as stated in C13.

## THIRD PARTY AGREEMENTS

### D27. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D27.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D27.2 Further to D27.1, in the event that the obligations in D27 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D27.3 For the purposes of D27:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D27.4 Modified Insurance Requirements

D27.4.1 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D27.4.2 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D27.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D27.4.4 Further to D9.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D27.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D27.5 Indemnification By Contractor
- D27.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D27.6 Records Retention and Audits
- D27.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D27.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D27.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D27.7 Other Obligations
- D27.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D27.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance

with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D27.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D27.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

**FORM H1: PERFORMANCE BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

TENDER NO. 226-2020

2020 WATER MAIN RENEWALS CONTRACT 6

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 D10)

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

TENDER NO. 226-2020

2020 WATER MAIN RENEWALS CONTRACT 6

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)



## 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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
D-15699	Cover Page
D-15700	Index Page - Drawing Index, Design Notes, Legend & Abbreviations
D-15701	Maitland Drive (South Leg) – 95m West of Maitland Drive East Leg to Maitland Drive East Leg
D-15702	Maitland Drive (East Leg) - Maitland Drive South Leg to Paddington Road
D-15703	Hazelwood Avenue – 14m West to Wakopa Street to 70m East of Wakopa Street
D-15704	Hazelwood Avenue –70m East of Wakopa Street to Dells Crescent
D-15705	Panet Road – Dugald Road to 115m N of Dugald Road
D-15706	Panet Road – 115m N of Dugald Road to 7m S of Fournier Street
D-15707	Panet Road – 7m S of Fournier Street to 107m S of Warman Road
D-15708	Panet Road – 107m S of Warman Road to 38m N of Warman Road
D-15709	Panet Road – 38m N of Warman Road to 119m S of Mission Street
D-15710	Panet Road – 119m S of Mission Street to Mission Street
D-15711	Fournier Street – Crossing Panet Road

#### E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, the following two investigations were conducted for the preparation of the design of this project and are provided for information in Appendix A.
- (a) Panet Road Limited Soils Investigation Results
- (i) This investigation recovered soil samples for the purpose of conducting laboratory analysis to determine presence or absence of hydro-carbon impacts in the recovered samples from select locations along Panet Road. Although no indications of the presence of hydro-carbon-impacted soils were noted, the investigation does not conclude that hydro-carbon -impacted soils do not exist in the study area.
- (b) The City of Winnipeg – 2020 Water Main Renewals – Contract 6, Winnipeg, Manitoba Geotechnical Investigation
- (i) This investigation was prepared to support the application to CN Rail to construct the rail undercrossing on Panet Road.

### **E3. GENERAL REQUIREMENTS**

### **E4. RESTORATIONS**

- E4.1 Further to Section 3.3 of CW 1130 of the General Requirements, permanent surface restorations including all sodding and pavement works for each renewal shall be completed within ten (10) working days from the date that the renewal is completed.
- E4.2 Where excavations are to be restored with 24-hour early opening concrete, the Contractor shall make it his first priority to; backfill the excavation; pour the 24-hour concrete; where required, lay asphalt as soon as the 24 hour curing period is up and open the closed lane to traffic.

### **E5. PROVISIONAL ITEMS**

- E5.1 The Provisional Items listed in the Schedule of Prices are a part of the Contract.
- E5.2 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.
- E5.3 Notwithstanding C:7, the City reserves the right to diminish all or any portion of the items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

### **E6. PROTECTION OF EXISTING TREES**

- E6.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing boulevard trees within and adjacent to the limits of construction:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of any tree.
  - (b) Mature tree trunks shall be strapped with 25 x 150 x 2400 (1" x 6" x 8") wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.
  - (c) Excavations shall be carried out in such a manner so as to minimize damage to existing root systems. Roots over 50 mm in diameter that must be cut to facilitate an excavation shall be neatly pruned with a saw prior to excavation and coated with an appropriate wound dressing to prevent infection.
  - (d) Work on site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch.
  - (e) American elm trees are not to be pruned between April 1<sup>st</sup> and August 1<sup>st</sup> and Siberian elm trees between April 1<sup>st</sup> and July 1<sup>st</sup> of any year under provisions of The Dutch Elm Disease Act.
- E6.2 All damages to existing trees caused by the Contractor's construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Public Works Department, Urban Forestry Branch.
- E6.3 No separate measurement or payment will be made for protection of trees. It shall be considered incidental to the Contract Work.

### **E7. PARTIAL SLAB PATCHES**

- E7.1 Partial Slab Patches shall be constructed, measured and paid for as per CW 3230 except that no differentiation will be made for class of patch. Furthermore, no separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices bid for Partial Slab Patches.

**E8. MISCELLANEOUS CONCRETE SLAB RENEWALS – SIDEWALKS**

E8.1 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.

**E9. CONCRETE CURB RENEWALS**

E9.1 Construct concrete curb renewal in accordance with CW 3240. Concrete curb renewal shall be measured on a length basis and paid for at the Contract Unit Price per metre for “Concrete Curb Renewal” in Form B of the Bid Submission.

**E10. EXPOSING EXISTING UTILITIES**

E10.1 Where indicated on the drawings or as directed by the Contract Administrator, expose existing utilities by vacuum excavation methods. Backfill test excavations to the same standard as specified for the water main renewal. Where these test excavations occur within pavement limits, plate excavations to allow for reopening of lanes to traffic prior to completing permanent pavement restoration. No separate measurement or payment shall be made for test excavations, backfilling, or plating excavations prior to permanent restoration. Pavement restorations will be measured and paid for as specified in E7.

**E11. CONNECTION TO EXISTING WATER SERVICES**

E11.1 This specification shall amend Clause 4.22 of CW 2110.

E11.2 Connection to existing lead or polybutylene water services will be measured and paid for in accordance with Clause 4.13 of CW 2110, “Connecting Existing Copper Water Services to New Water main” for each connection made, regardless of the material of the existing water service being connected to. Connecting to existing lead or polybutylene water services will not be included in the installation of a curb stop.

**E12. WATER MAIN TESTING**

E12.1 Further to CW 2125 Clause 3.4.3, samples must be submitted to the laboratory no later than 20 hours following sampling.

**E13. ABANDONING EXISTING WATER MAINS WITH CEMENT-STABILIZED FLOWABLE FILL**

E13.1 Where noted on the construction drawings, the Contractor shall abandon existing water mains by filling the pipe with cement-stabilized flowable fill as specified in CW 2130 Clause 3.19.2. The work shall include all excavation required to expose the pipe, break into the pipe, fill the pipe, plug the opposing side of the pipe to be abandoned in accordance with CW 2110 Clause 3.16, and backfilling the excavation to the same class as the adjacent water main renewal.

E13.2 Abandoning existing water mains with cement-stabilized flowable fill will be measured for payment on a volume basis and paid for at the Contract Unit Price for “Abandoning Existing Water Mains with Cement-Stabilized Flowable Fill”. Volume to be paid for will be the total number of cubic metres of sewer abandoned in accordance with this specification, accepted and measured by the Contract Administrator.

**E14. OIL AND GAS RESISTANT GASKETS**

E14.1 Further to CW 2110, where indicated on the construction drawings or as directed by the Contract Administrator, the Contractor shall install water mains with oil and gas resistant gaskets. Within the required limits, all pipe, valves, hydrant assemblies, fittings, couplings, and appurtenances shall be installed with oil and gas resistant gaskets.

E14.2 Gaskets shall be oil and gas resistant Nitrile conforming to ASTM F477 and shall be supplied by the pipe manufacturer.

E14.3 Water mains installed with oil and gas resistant gaskets will be measured and paid for as specified in CW 2110 Clause 4.1 at the unit price bid for "Water Main Renewal, with nitrile gaskets" for each size of pipe and class of backfill. In addition to the cost of all work specified in CW 2110 Clause 4.1, the price bid per lineal metre will include the cost for all gaskets required for pipe, fittings, valves, pipe, valves, hydrant assemblies, fittings, couplings, and appurtenances.

## **E15. REMOVAL OF CONTAMINATED SOIL**

### **E15.1 Description**

(a) Further to CW 1130 Clause 3.4, this specification outlines the requirements for the disposal of hydrocarbon contaminated soil.

### **E15.2 Construction Methods**

- (a) Excavate test pits as directed by the Contract Administrator.
- (b) Excavate test pits in advance of construction to allow for sampling and determination of the level of contaminants. Test pits shall be excavated at planned shaft locations.
- (c) Soils requiring removal and disposal will be identified by the Contract Administrator.
- (d) Handle all contaminated soils in accordance with provincial regulations.
- (e) All hydrocarbon impacted soil removed as part of the construction works shall be transported directly to a Licensed Waste Disposal Grounds in accordance with provincial regulations.
- (f) Where Class 5 backfill is specified, backfill excavations with suitable excess trench material from other excavations on site. No additional compensation will be considered for management of backfill materials.

### **E15.3 Measurement and Payment**

- (a) Disposal of hydrocarbon contaminated soil at a Licensed Waste Disposal Grounds in accordance with provincial regulations will be measured on a volume basis paid for at the Contract Unit Price per cubic metre for "Disposal of Hydrocarbon Contaminated Soil". The volume to be paid will be calculated from measurements of the trench taken by the Contract Administrator. The volume to be paid for will be the total number of cubic metres of hydrocarbon material excavated, and disposed of in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) No measurement or payment shall be made for excavation of test pits.

## **E16. BOULEVARD AND DITCH RESTORATION ON PANET ROAD**

### **E16.1 Description**

E16.1.1 Further to CW 3520 and CW 3540, this specification shall define the requirements for boulevard and ditch restoration on Panet Road.

### **E16.2 Materials**

#### **E16.2.1 Salt Tolerant Grass Seed**

- (a) Shall be in accordance with E17.

#### **E16.2.2 Sod**

- (a) Shall be in accordance with CW 3510.



### E16.3 Construction Methods

- E16.3.1 With the exception of the limits specified below, all disturbed areas in the Panet Road ditches and boulevards shall be restored with topsoil and Salt Tolerant Grass Seed. Seed shall be applied by hydro-seeding as specified in CW 3520 and shall include mulch and tackifier.
- E16.3.2 In the following areas, disturbed areas of ditches and boulevards shall be restored with topsoil and sod.
- (a) Panet Road, west side, Station 0+094 to 0+105 – sod.
  - (b) Panet Road, west side, Station 0+105 to 0+195 and 0+410 to 0+650 – sod backslope from ditch invert to property line.

### E16.4 Measurement and Payment

- E16.4.1 No measurement for payment will be made for boulevard and ditch restoration on Panet Road. Include all costs in the cost of water main renewals.

## E17. SALT TOLERANT GRASS SEEDING

### E17.1 Description

- E17.1.1 Further to CW 3510 and CW 3520, this specification shall cover sub-grade preparation and the supply and placement of Salt Tolerant Grass Seed.

### E17.2 Materials

#### E17.2.1 Salt Tolerant Grass Seed

- (a) Salt Tolerant Grass Seed for regional and collector boulevards, medians and interchange areas shall be a mixture composed of:
  - (i) Seventy percent (70%) Fults or Nuttals Alkaligrass (*Puccinellia* spp.), twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue and ten percent (10%) Perennial Ryegrass.

### E17.3 Equipment

- E17.3.1 Scarification equipment shall be suitable for the area being scarified, shall be capable of scarifying the sub-grade to the specified depth and shall be accepted by the Contract Administrator. For confined areas a toothed bucket may be acceptable. For larger areas tilling equipment may be required.

### E17.4 Construction Methods

#### E17.4.1 Preparation of Existing Grade

- (a) Prior to placing topsoil, in areas to be seeded greater in width than 600mm, prepare the existing sub-grade by scarifying to a minimum depth of 75mm and to a maximum depth of 100mm to the satisfaction of the Contract Administrator.
- (b) Scarification shall consist of breaking up and loosening the sub-grade. No scarification shall occur within the edge of a tree canopy (or drip line).

#### E17.4.2 Salt Tolerant Grass Seeding

- (a) Salt Tolerant Grass Seed shall be sown at a rate of 2.2 kilograms per 100 square meters.

## E18. WATER MAINS INSTALLED IN CASING PIPES

- E18.1 Further to Section 3.5 of CW 2110 Casing pipes for pipe crossings under railways shall be Standard Black Steel ASTM A53 Grade B ERW, wall thickness 9.5 mm, minimum yield strength 241MPa nominal diameter as indicated on the construction drawings.

- E18.2 Install casing pipe by jacking methods. The casing pipe must be advanced to maintain a 1.0 metre soil plug within the head of the casing at all times until the casing reaches the receiving pit.
- E18.3 Casing pipes shall be installed with a bore diameter equal to that of the casing pipe's outside diameter.
- E18.4 Verify grade and elevation of the casing during installation using laser leveling equipment.
- E18.5 Support pipe on casing spacers as indicated on the drawings.
- E18.6 Ends of the casing shall be sealed against the water main pipe by wrapping the casing and water main with two wraps of geotextile drainage fabric meeting the requirements of CW 3120 and be products listed as Approved Products for Surface Works. The geotextile fabric shall be banded with three rows of minimum 10 mm wide stainless-steel band spaced 150 mm apart along each of the pipe and the casing. The fabric shall be placed loosely at each end of the casing such that it is not in tension when backfilled. Pipe and casing shall be carefully bedded and backfilled with sand to 200 mm above the casing.

## **E19. WARNING SIGNS**

- E19.1 Description:
- (a) This specification covers the supply and installation of permanent warning signs required to identify the presence of new pipelines at railway crossings.
- E19.2 Materials:
- (a) Galvanized Steel Posts
- (i) 38 mm nominal diameter schedule 40 steel pipe conforming to the latest revision of CAN-Z245.1.
- (ii) O.D. = 48.3 mm
- (iii) Wall thickness = 3.7 mm
- E19.3 Warning Sign
- (a) Aluminum sheet size as indicated on the drawings
- (b) Black lettering on white Type VIII retroreflective sheeting (ASTM D4956).
- E19.4 Construction Methods
- (a) Install warning signs as indicated on the Construction Drawings
- E19.5 Measurement and Payment
- (a) Supply and installation of warning signs shall be measured on a unit basis and paid for at the Contract Unit Price for "Warning Signs". The number of units to be paid for will be the total number of warning signs supplied and installed in accordance with these specifications.

## **E20. REGIONAL WATER MAIN INFRASTRUCTURE PROTECTION**

- E20.1 General
- (a) This specification covers additional construction procedures for work around Regional Sewer and Water Main Infrastructure. The Regional Water Main Infrastructure that may be impacted by the Contractor's operations on this project include:
- (i) 900 mm Birds Hill Feeder Main on Panet Road and associated valve and offtake chambers.
- (b) The feeder main will remain in operation during construction.

## E20.2 Submittals

E20.2.1 Prior to commencement of work the Contractor shall submit for review the following data:

- (a) A list of equipment intended to be used to carry out the work along with the following information:
  - (i) Equipment operating weight and dimensions including wheel or track base, track length or axle spacings, track widths or wheel configurations
  - (ii) Payload weights
  - (iii) Load distributions in the intended operating configuration

## E20.3 Construction Methods

E20.3.1 Excavation adjacent to Regional Water Main Infrastructure

- (a) Construction practices shall not subject Regional Water Main Infrastructure to asymmetrical loading at any time.
- (b) Only smooth-edged excavation buckets, soft excavation or hand excavation shall be used for excavation adjacent to and over the pipelines. Where excavation is west of the existing water main on Panet Road, toothed buckets may be used.
- (c) Provide full face shoring for the duration of excavations adjacent to Regional Water Main Infrastructure to prevent settlement of the subgrade or loss of bedding below the pipelines.
- (d) Maintain a minimum 1.5 m clearance from the outside diameter of the Regional Water Main and the edge of excavations for water main and water service installations.

E20.3.2 Exposing Regional Water Main Infrastructure

- (a) Expose Regional Water Main Infrastructure at all under-crossings and over-crossings to confirm alignment and depth prior to water main construction
- (b) Expose Regional Water Main Infrastructure at additional locations to verify location and depth at the beginning and end of the project and a minimum 100 m spacing.
- (c) Use vacuum excavation or hand methods to expose piping.

E20.3.3 Operating or traveling over Regional Water Main Infrastructure

- (a) Where infrastructure is in boulevard areas, or where the surface pavement above the infrastructure has been removed, equipment shall only be permitted to cross the pipes at designated locations. Where directed by the Contract Administrator, provided planking or timber pads to distribute construction equipment loads.
- (b) Install temporary clay pads to cross ditches with equipment. Have sufficient pumps available and pump stormwater around temporary pads. Remove temporary pads and restore surfaces following water main installation.
- (c) Construction practices or procedures at or near Regional Water Main Infrastructure shall not impart excessive vibration loads to the pipelines

E20.3.4 Water Main and Water Service Under-Crossings and Over-Crossings

- (a) After confirmation of the elevation and location of the existing infrastructure the Contract Administrator will instruct the Contractor to install the water main or water service renewals above or below the existing Regional Water Main Infrastructure. The following minimum vertical clearances must be achieved:

	Feeder Mains	
	Above	Below
Water Main (150 mm or larger)	300 mm	1000 mm
Water Service (50 mm or smaller)	300 mm	1000 mm

- (b) Under-crossings shall be constructed by trenchless methods. Pilot rod entry shall be from the shaft nearest the deeper Regional Water Main Infrastructure.
- (c) Adjust the laying schedule of water main pipes to maximize the distance from the centerline of the crossing infrastructure and new water main pipe joints. Centre length of pipe on the crossing infrastructure and use full pipe lengths.
- (d) For over-crossings: maximize depth and provide rigid insulation as per SD-018 as directed by the Contract Administrator.

**E20.3.5 Compaction and Backfill**

- (a) Further to CW 2030, no vibratory compaction equipment will be permitted to be used within 5 m of the outside edge of Regional Water Main Infrastructure.
- (b) Hand tamp material adjacent to Regional Water Main Infrastructure.
- (c) Within 5 m of the outside edge of Regional Water Main Infrastructure backfill with Class 3 backfill modified as follows:
  - (i) Jet and flood Type 1 material in accordance with CW 2030 Clauses 3.9.1 through 3.9.5.
  - (ii) Tamping with backhoe mounted plate packers will not be permitted.
  - (iii) When initial settlement is complete and the surface is sufficiently dry, place additional backfill material and repeat the jetting and flooding procedure.

**E20.4 Measurement and Payment**

- (a) No measurement and payment will be made for exposing Regional Water Main Infrastructure at locations of under or over-crossings.

**E21. OIL PIPELINE UNDERCROSSING**

**E21.1** Coordinate work with Shell Canada operations. No work is to be undertaken unless Shell Canada's right of way inspector is on site. Costs for Shell Canada's right of way inspector will be paid directly by the City.

**E21.2** Submit a written work statement on the methodology proposed to construct the oil pipeline undercrossing a minimum of 15 working days prior to proposed commencement, for review by the Contract Administrator. Contractor's method statement shall adhere to all requirements within this specification. Revise method statement as requested by the Contract Administrator. The work statement shall include as a minimum:

- (a) Construction schedule
- (b) Equipment proposed to be employed in the work
- (c) Shoring system details
- (d) Method of grade control
- (e) Step by step description of all work operations required to complete the work

**E21.3** Prior to construction, the Contract Administrator will schedule a meeting with Shell Canada. The Contractor will present his work methodology at this meeting. Adhere to any additional conditions imposed by Shell Canada.

- E21.4 No excavation will be permitted within 5.5 meters of the oil pipelines.
- E21.5 No equipment will be permitted to travel over or operate over the oil pipelines.
- E21.6 Prior to construction, expose the existing oil pipeline by soft dig methods and confirm location and elevation.
- E21.7 Construct receiving shaft on the north side of the oil pipeline as shown on the construction drawings and fully shore the south side of the shaft facing the oil pipelines.
- E21.8 Confirm clearance and adjust proposed watermain elevation as directed by Contract Administrator to maintain minimum required clearance.
- E21.9 When pilot rod is 3.0m from outer extent of nearest oil pipeline, confirm pilot rod elevation by hydro-vac excavation to expose the pilot rod. Verify minimum clearance will be met. Re-shoot rods if minimum clearance is not met.
- E21.10 When casing pipe 3.0m from outer extent of nearest oil pipeline, confirm casing pipe elevation by hydro-vac excavation to expose the casing pipe. Verify minimum clearance will be met. If minimum clearance is not met, immediately suspend installation and advise Contract Administrator.
- E21.11 Backfill receiving pit in stages raising the bottom of the shoring to no more than 300mm below the height of backfill.

## **E22. HYDRANT ACCESS PADS**

### **E22.1 Description**

- (a) This Specification covers the construction of approaches to provide access across existing ditches to new hydrants.

### **E22.2 Construction Methods**

- (a) Construct embankment from suitable common excavated material to the dimensions shown on the drawings in accordance with CW 3170.
- (b) Place and compact crushed limestone base course to the dimensions shown on the drawings in accordance with CW 3110.
- (c) Hydro-seed earth slopes with salt tolerant grass seed as specified in E17.
- (d) Supply and install CSP culverts in accordance with CW 3610 where indicated.
- (e) Supply and install culvert end markers in accordance with CW 3610.

### **E22.3 Method of Measurement and Basis for Payment**

- (a) Construction of hydrant approaches will be measured for payment on a unit basis and paid for at the Contract Unit Price for "Construction of Hydrant Access Pads". The price bid shall include the cost for all embankment work, base work, supply and installation of the culvert and end markers, and hydro seeding. Number of units to be paid for will be the total number of hydrant access pads acceptably constructed in accordance with this specification, accepted and measured by the Contract Administrator.

## **E23. EXISTING CULVERTS**

- E23.1 Further to CW 1120 and CW 1130, prior to construction, the Contractor with the Contract Administrator shall conduct and inspection of and document the conditions of existing culverts within the project limits.
- E23.2 Any culvert damaged by the Contractor's negligence will be repaired by the Contractor and no cost to the project.

E23.3 If the Contractor believes a culvert conflicts with the work, he shall notify the Contract Administrator prior to construction and the Contract Administrator shall document the extent of culvert to be removed and replaced.

E23.4 Repairs or removal and replacement of existing culverts that conflict with the work will be measured and paid for as specified in CW 3610.

## **E24. CN RAIL UNDER CROSSING**

### **E24.1 Definitions**

E24.1.1 The terms railway property and railway right-of-way shall mean the projections of railway property or right-of way where the railway is junior to the road right-of-way.

### **E24.2 General**

E24.2.1 All Contractors and subcontractors and their personnel working on railway property require credentials through the **erailsafe** program.

E24.2.2 The Contractor and all subcontractors shall adhere to CN Rail's Safety Guidelines for Contractors and Non-CN Personnel.

E24.2.3 It is the Contractor's responsibility to make arrangements to comply with all regulations CN Railway may have for the construction activities of the Contractor. The Contractor shall coordinate all work with the railway company and pay all costs for flagging.

E24.2.4 The Contractor's forces shall co-operate fully with the CN in the regulation of construction machinery and manpower on the CN right-of-ways. No work or entry onto the railway right-of-way at any time shall be undertaken without proper flagging protection.

E24.2.5 No equipment or materials shall be stored in the railway right-of-way.

E24.2.6 The Contractor is advised that the City has applied for but not yet received approval for the utility crossing. In the event that the approval is not received by the commencement of this project, the Contractor shall schedule the undercrossing work as late as possible in the work schedule. In the event that approval is not received 5 working days prior to the approved schedule date for work commencement of work on the undercrossing, the Contract Administrator may recommend additional time be added to the Contract or take other measures to modify the Contract if required.

E24.2.7 The Contractor shall coordinate with the Contract Administrator, any work required by the Contract Administrator for monitoring of track settlement, including the coordination of any flagging requirements from CN.

### **E24.3 Measurement and Payment**

E24.3.1 All works associated with this specification will be considered incidental to the contract and no payment will be made.

## **E25. PANET ROAD WATER MAIN RENEWAL STAGING**

E25.1 The Contractor is advised that Warman Road and Fournier Street are fed solely from Panet Road. The Contractor shall schedule the work in such a way that disruptions to service are minimized.

## 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 Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; 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 Contact, 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.