



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 911-2011**

**2011 SEWER RENEWALS AND EXTERNAL POINT REPAIRS  
CONTRACT NO. 18**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2011 SEWER RENEWALS AND EXTERNAL POINT REPAIRS  
CONTRACT NO. 18

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 20<sup>th</sup>, 2011.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

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

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. ADDENDA**

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

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

**B6. SUBSTITUTES**

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

## **B7. BID COMPONENTS**

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

- (a) Form A: Bid;
- (b) Form B: Prices, hard copy;
- (c) Bid Security
  - (i) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft.

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.

B7.4.2 A hard copy of Form B: Prices must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form B: Prices and the Microsoft Excel version of Form B: Prices, the PDF version shall take precedence.

B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).

B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.8 Bids shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B8. BID**

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

- B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 For the convenience of Bidders, and pursuant to B7.4.2 and B15.4.3, an electronic spreadsheet Form B: Prices in Microsoft Excel (.xls) format is available along with the Adobe PDF documents for this Bid Opportunity on the Bid Opportunities page at the Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. QUALIFICATION**

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B11. BID SECURITY**

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

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

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

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

B11.1.3 The Bidder shall sign the Bid Bond.

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



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

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

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

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

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

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

B12.1.1 Bidders or their representatives may attend.

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

B12.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

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

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

## **B13. IRREVOCABLE BID**

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

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

## **B14. WITHDRAWAL OF BIDS**

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

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

- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

## **B15. EVALUATION OF BIDS**

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B15.2 Further to B15.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B15.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B15.4.2 Further to B15.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B15.4.3 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Bid Price performed as a function of the formulas within the electronic Form B: Prices are correct.

**B16. AWARD OF CONTRACT**

- B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B16.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B16.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

D2.1 The Work to be done under the Contract shall consist of various sewer renewals and external point repairs at various locations in the City of Winnipeg.

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

- (a) off-line renewal of approximately 100 m of 250 mm diameter wastewater sewer;
- (b) off-line renewal of approximately 70 m of 300 mm diameter wastewater sewer;
- (c) on-line renewal of approximately 35 m of 375 mm diameter wastewater sewer;
- (d) sewer service renewals and reconnections;
- (e) water service renewals;
- (f) abandoning existing sewers, manholes and catchbasins;
- (g) external point repairs to sewers at various locations;
- (h) installation of manholes;
- (i) installation of catch basin and catchbasin leads;
- (j) manhole rehabilitation at various locations;
- (k) CCTV Inspections;
- (l) surface restoration, and site clean-up.

#### **D3. DEFINITIONS**

D3.1 When used in this Bid Opportunity:

- (a) “EPR” means Sewer External Point Repair;

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is Stantec Consulting Ltd., represented by:

Hartley Katz, C.E.T., P.Eng.  
Senior Project Manager  
905 Waverley Street  
Winnipeg, MB, R3T 5P5

Telephone No. (204) 489-5900  
Facsimile No. (204) 453-9012

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

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

## **D6. NOTICES**

- D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.3 Notwithstanding C21, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: (204) 949-1174
- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
- The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **D7. FURNISHING OF DOCUMENTS**

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

## **SUBMISSIONS**

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

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

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

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

## **D10. INSURANCE**

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D10.2 Deductibles shall be borne by the Contractor.

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

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

## **D11. PERFORMANCE SECURITY**

D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

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

## **D12. SUBCONTRACTOR LIST**

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

### **D13. SECURITY CLEARANCE**

- D13.1 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;
- shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D13.2 Prior to the commencement of any Work specified in D13.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- D13.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work specified in D13.1.
- D13.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D13.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in D13.1.

### **SCHEDULE OF WORK**

#### **D14. COMMENCEMENT**

- D14.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D9;
    - (iv) evidence of the insurance specified in D10;
    - (v) the performance security specified in D11;
    - (vi) the Subcontractor list specified in D12; and
    - (vii) the security clearances specified in D13.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.



**D15. SUBSTANTIAL PERFORMANCE**

- D15.1 The Contractor shall achieve Substantial Performance within sixty (60) consecutive Working Days or May 18, 2012, whichever occurs first.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 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.

**D16. TOTAL PERFORMANCE**

- D16.1 The Contractor shall achieve Total Performance within seventy (70) consecutive Working Days or June 1, 2012, whichever occurs first.
- D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D16.3 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.

**D17. LIQUIDATED DAMAGES**

- D17.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one thousand two hundred and fifty dollars (\$1,250.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D17.2 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City six hundred dollars (\$600.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D17.3 The amount specified for liquidated damages in D17.1 and D17.2 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance and/or Total Performance respectively, by the day fixed herein for same.
- D17.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**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) Boulevard restorations 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 deems it necessary.

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

- D20.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

## **MEASUREMENT AND PAYMENT**

### **D21. INVOICES**

- D21.1 Further to C12, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9
- Facsimile No.: (204) 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D21.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of goods delivered;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D21.4 Bids Submissions must be submitted to the address in B7.8

**D22. PAYMENT**

D22.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D23. WARRANTY**

D23.1 Warranty is as stated in C13.

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

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

BID OPPORTUNITY NO. 911-2011

2011 SEWER RENEWALS AND EXTERNAL POINT REPAIRS  
CONTRACT NO. 18

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

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

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

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

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

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

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

**SIGNED AND SEALED**  
in the presence of:

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

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

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

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

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

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D11)

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

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 911-2011

2011 SEWER RENEWALS AND EXTERNAL POINT REPAIRS  
CONTRACT NO. 18

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

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

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

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

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

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

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





## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.

E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>

E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.3 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
9711	Cover Sheet
9712	Worksite Area Plan for External Point Repairs
9713	Albert Street - MH at McDermot Av to 5.4m N of McDermot Av
9714	Cliffwood Drive (East Leg) - MH at Dayton Dr to MH at Newcroft Rd
9715	Greenwood Place - MH at Wolseley Av to 16.8m N of Wolseley Av
9716	Preston Avenue - MH at Lenore St to 47.5m W of Lenore St
9717	Victor Street (CL) - MH at Wellington Av to 1 <sup>st</sup> MH N of Wellington Av
9718	Amherst Street – 2 <sup>nd</sup> MH N of Portage Av to 1 <sup>st</sup> MH S of Bruce Av
9719	Arlington Street – 1 <sup>st</sup> MH N of Wolseley Av (N PL) to 1 <sup>st</sup> MH S of Westminster Av
9720	Atlantic Avenue – MH at Sinclair St to 1 <sup>st</sup> MH W of Sinclair St
9721	Berkley Street – 3 <sup>rd</sup> MH N of Rannock Av to 2 <sup>nd</sup> MH N of Rannock Av
9722	Buchanan Boulevard – 2 <sup>nd</sup> MH S of Fairlane Av to MH at Livinia Av
9723	Campbell Street – 1 <sup>st</sup> MH S of Corydon Av to 2 <sup>nd</sup> MH S of Corydon Av
9724	Canterbury Place – 1 <sup>st</sup> MH W of Henderson Hwy to MH at Henderson Hwy
9725	Downing Street – 1 <sup>st</sup> MH N of Wellington Av to MH at Wellington Av
9726	Edmonton Street – MH at Graham Av to 2 <sup>nd</sup> MH S of Graham Av
9727	Elm Park Road – 3 <sup>rd</sup> MH E of Killarney St to 1 <sup>st</sup> MH W of St. Mary's Road
9728	Ethelbert Street – MH at Palmerston Av to MH at Wolseley Av
9729	Fife Street – 1 <sup>st</sup> MH S of Huron Av to MH at Huron Av
9730	Gallagher Avenue – 1 <sup>st</sup> MH E of Quelch St to MH at Vine St
9731	Green Valley Bay (S Leg) – 1 <sup>st</sup> MH E of Green Valley By (W Leg) to MH at Green Valley By (W Leg)
9732	Hill Street – MH at Niverville Av to 1 <sup>st</sup> MH S of Niverville Av
9733	Home Street – 1 <sup>st</sup> MH N of Westminster Av to MH at Westminster Av
9734	Kananta Street – MH at Yale Av to MH at Ravelston Av E
9735	Kennedy Street – MH at Qu'appelle Av (CL) to MH at Qu'alleppe Av (SPL)
9736	Langside Street – 1 <sup>st</sup> MH S of Westminster Av to MH at Westminster Av
9737	Lansdowne Avenue – 1 <sup>st</sup> MH E of St Cross St to 2 <sup>nd</sup> MH E of St Cross St
LD-5687	Avenue Lemay – MH at Rue Landry to 1 <sup>st</sup> MH E of Rue Landry
LD-5788	Avenue Lemay – MH at Rue La Barriere to 1 <sup>st</sup> MH E of Rue La Barriere
9738	Lenore Street – 2 <sup>nd</sup> MH S of Westminster Av (CL) to 1 <sup>st</sup> MH S of Westminster Av
9739	Leston Place – 2 <sup>nd</sup> MH W of Dakota St to 1 <sup>st</sup> MH W of Dakota St
9740	Lock Street – 1 <sup>st</sup> MH N of Logan Av to MH at Logan Av
9741	Lockwood Street – MH at Kingsway Av to MH at Willow Av
9742	Minnigaffe Street – MH at Church Av (S of CL) to MH at Church Av (CL)
9743	Newcombe Crescent (W Leg) – 1 <sup>st</sup> MH N of Bursill Rd to MH at Bursill Rd
9744	Newman Street – 2 <sup>nd</sup> MH S of Portage Av to 1 <sup>st</sup> MH S of Portage Av
9745	Queensway Crescent (North Leg) – 1 <sup>st</sup> MH W of Serino Pl to MH at Driftwood By (W

	Leg)
9746	Ravelston Avenue East – 17.0m E of Kanata St to MH at Kanata St
9747	Riel Avenue – 1 <sup>st</sup> MH W of Robertson Cr to MH at Robertson Cr
9748	Rita Street – MH at Ness Av (S PL) to 1 <sup>st</sup> MH S of Ness Av
9749	Roger Street – MH at Traverse St to 1 <sup>st</sup> MH W of Traverse St
9750	Selkirk Avenue – 1 <sup>st</sup> MH E of McPhillips St to 2 <sup>nd</sup> MH E of McPhillips St
9751	Shaftsbury Boulevard – 1 <sup>st</sup> MH S of Grant Av to MH at Grant Av (CL)
LD-5689	Shelly Street – 3 <sup>rd</sup> MH S of McBey Av to 2 <sup>nd</sup> MH S of McBey Av
9752	Shoreview Bay (South Leg) – MH at Shoreview By (E Leg) to 1 <sup>st</sup> MH W of Shoreview By (E Leg)
9753	Spence Street – 1 <sup>st</sup> MH S of Cumberland Av to 2 <sup>nd</sup> MH S of Cumberland Av
9754	St. Anne's Road – 2 <sup>nd</sup> MH N of Sterling Av to 63.8m s of NPL Bishop Grandin Bv
9755	Strathcona Street – 2 <sup>nd</sup> MH N of St Matthews Av to 1 <sup>st</sup> MH N of St Matthews Av
9756	Strathcona Street – 1 <sup>st</sup> MH N of Wellington Av (N PL) to 2 <sup>nd</sup> MH N of Wellington Av
9757	Strathcona Street – 1 <sup>st</sup> MH S of Wellington Av to 2 <sup>nd</sup> MH S of Wellington Av
9758	Sunset Boulevard – 5 <sup>th</sup> MH W of St Marys Rd to 4 <sup>th</sup> MH W of St Marys Rd
9759	Victoria Avenue East – 2 <sup>nd</sup> MH E of Leola St to 1 <sup>st</sup> MH E of Leola St
9760	Victoria Avenue East – 2 <sup>nd</sup> MH W of Wayota St to 1 <sup>st</sup> MH W Wayota St
9761	Weeping Willow Drive – 1 <sup>st</sup> MH E of Blue Spruce (W Leg) to MH at Minnetonka St
9762	Wolseley Avenue – MH at Basswood Pl to MH W of Newman St
9763	Wolseley Avenue – 1 <sup>st</sup> MH W of Ethelbert St (W of CL) to MH at Home St
9764	Wordsworth Way (West Leg) – 1 <sup>st</sup> MH S of Browning Bv to MH at Browning Bv
9765	Young Street – 2 <sup>nd</sup> MH S of Portage Av to 3 <sup>rd</sup> MH S of Portage Av

## GENERAL REQUIREMENTS

### E2. PROTECTION OF TREES

- E2.1 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 the construction area:
- (a) Do not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of any tree.
  - (b) Strap mature tree trunks with 25 x 150 x 2400 wood planks. Smaller trees shall be similarly protected using appropriately sized planks.
  - (c) Excavations shall be carried out in a manner to minimize damage to existing root systems. Where roots must be cut to facilitate an excavation they shall be neatly pruned at the face of the excavation.
  - (d) Work on site shall be carried out in a manner to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch.
- E.3.1.2 American Elm trees shall not 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 the provisions of the Dutch Elm Disease Act.
- E2.2 All damage to existing trees due to the Contractor's construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Public Works Department, Forestry Branch.
- E2.3 No separate measurement or payment will be made for protection of trees.

### E3. CONSTRUCTION STAGING

- E3.1 The Contractor shall commence work in any one of the three areas defined in drawing 9712. Upon the start of construction within any area, the Contractor shall complete the external point repairs within this same area until two or less external point repairs remain.

E3.2 The Contractor may move to any remaining area once the requirements in E3.1 have been meet.

E3.3 Sewer renewals are exempt from this staging.

#### **E4. TRAFFIC CONTROL**

E4.1 Further to section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times during construction as follows;

(a) Regional Streets

- (i) Albert Street – Contractor shall maintain Albert Street south of McDermot Avenue and one (1) lane eastbound along McDermot Avenue at all times. See attached Traffic Management Plan SK-01.
- (ii) Edmonton Street – has two (2) external point repairs. Both external point repairs must be completed with only one street closure. The Contractor shall maintain Edmonton Street north of Graham Avenue and one (1) lane westbound on Graham Avenue at all times. Lane closures shall be restricted between the hours of Friday 18:00 and Monday 06:00. Contractor shall provide two flag persons to direct and manage two-way bus traffic along Graham Avenue. See attached Traffic Management Plan SK-02.
- (iii) Kennedy Street – Contractor shall maintain Kennedy Street north of Qu'Appelle Avenue, one (1) lane westbound along Qu'Appelle Avenue, and access to #388 Qu'Appelle Avenue and at all times. See attached Traffic Management Plan SK-03.
- (iv) Selkirk Avenue – Contractor shall maintain one (1) lane eastbound and one (1) lane westbound along Selkirk Avenue at all times. See attached Traffic Management Plan SK-04.
- (v) Shaftsbury Boulevard – has two (2) external point repairs. Both external point repairs must be completed with only one street closure. Contractor shall maintain southbound Shaftsbury Boulevard, westbound Grant Avenue and one (1) lane eastbound Grant Avenue at all times. Lane closures shall be restricted between the hours of Friday 18:00 and Monday 06:00. See attached Traffic Management Plan SK-05.
- (vi) St. Anne's Road – Contractor shall maintain traffic flow along St. Anne's Road, eastbound Bishop Grandin Boulevard and one (1) lane westbound Bishop Grandin Boulevard. See attached Traffic Management Plan SK-06.
- (vii) Victor Street – Contractor shall maintain one (1) lane eastbound and one (1) lane westbound along Wellington Avenue and one (1) lane northbound Victor Street. See attached Traffic Management Plan SK-07.

(b) Residential Streets

- (i) Maintain at least one lane of traffic; streets may be signed as "Road Closed – Local Access Only".

E4.2 Maintain access for approaches, driveways, public lanes and crossing streets for all locations.

E4.3 As indicated in the City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City of Winnipeg Streets", the Public Works Department, Traffic Services Branch will be responsible for placing and maintaining all regulatory signs and traffic control devices, except the "KEEP RIGHT/KEEP LEFT" and the "MAXIMUM 60km/h WHEN PASSING WORKERS" signs. Traffic Services will also be responsible for the placement, maintenance and removal of warning, guidance and information signs for traffic control purposes in the following situations:

- (a) Full closure of one or both directions of travel on a Regional Street.
- (b) Traffic routed across a median on a divided street.

- (c) Full closure of a non-regional street where the requirements for regulatory signs (turn restrictions, bus stop relocations) to implement the closure is significant.

- E4.4 Further to Section 3.7 of CW 1130 of the General Requirements and Section 2.05 of the City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City of Winnipeg Streets", should the Contract Administrator require that Work on Regional Streets be carried out at night, on Sundays, on public holidays or that Work be restricted or suspended during peak traffic hours, the Contractor shall comply without additional compensation being considered to meet these requirements.
- E4.5 Construction activities on Regional Streets shall be restricted to the closed lanes between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday and other hours as directed by the Contract Administrator.
- E4.6 The Contractor will have access to the open lanes of traffic during non-restricted hours provided flag persons are used in accordance with Section 3.12 of The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City of Winnipeg Streets" to maintain traffic safety.
- E4.7 Further to Section 3.6 of CW 1130 of the General Requirements, the Contractor shall maintain safe pedestrian crossing at intersections at all times. If possible, only one pedestrian crossing is blocked by construction at an intersection at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time, the Contractor shall provide flag persons to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free from equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.
- E4.8 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.

## **E5. REMOVAL OF FLUSHING MANHOLE CHAMBERS**

- E5.1 Removal of existing flushing manhole chambers will be measured for payment on a unit basis and paid for at the Contract Unit Price for "Removal of Existing Flushing Manhole Chambers". Number of units to be paid for will be the total number of flushing manhole chambers removed, accepted and measured by the Contract Administrator.
- E5.2 Contractor is responsible for verifying size, depth, material and location of flushing manhole chamber. No separate measurement or payment will be made for the Contractor to verify any and all information of flushing manhole chamber.

## **E6. BENCH EXISTING MANHOLE**

- E6.1 Construction Methods
  - (a) Prevent construction materials and debris from entering the sewer.
  - (b) Remove loose and unsound material from inside surface to be repaired. Clean and prepare repair area as required and apply approved concrete patching compound in accordance with manufacturer's instructions. Finish surface smooth and form to shape of wall.
  - (c) If any material does enter the sewer, remove construction debris and materials from existing sewer.
  - (d) Bench and channel manhole floor with mortar or concrete in accordance with SD-010 and SD-011. Curve flow channels smoothly and provide smooth transition between inlet and outlet pipes.
- E6.2 Measurement and Payment
  - (a) Benching the existing manhole will be measured for payment on a per unit basis and paid for at the Contract Unit Price for "Benching Existing Manhole" and "Re-Benching Existing Manhole". Benching of manholes to be paid for will be the number of manholes benched

in accordance with this specification, accepted and measured by the Contract Administrator. Manholes to be re-benched will include the removal of existing benching in the manhole.

## **E7. GROUT EXISTING MANHOLE**

### **E7.1 Construction Methods**

- (a) Prevent construction materials and debris from entering the sewer.
- (b) Remove loose and unsound material from inside surface of wall area to be repaired. Clean and prepare repair area as required and apply approved concrete patching compound in accordance with manufacturer's instructions. Finish surface smooth and form to shape of wall.
- (c) If any material does enter the sewer, remove construction debris and materials from existing sewer.

### **E7.2 Measurement and Payment**

- (a) Grouting the interior of existing manhole will be measured for payment on a vertical metre basis and paid for at the Contract Unit Price for "Grouting Existing Manhole". Length to be paid for will be the total number of vertical metres patched in accordance with this specification, accepted and measured by the Contract Administrator.

## **E8. CCTV INSPECTION OF SEWER SERVICES WITHIN LIMITS OF EXTERNAL POINT REPAIR**

E8.1 With the Contract Administrator present, provide CCTV inspection from the sewer main to property line of the sewer service within the limits of online sewer repairs to determine if service renewal is required.

E8.2 CCTV inspection must:

- (a) have an image quality such that an accurate assessment of the sewer service condition can be made.
- (b) have a distance counter visible on the screen.

E8.3 DVD video and coding are not required.

E8.4 CCTV inspection of sewer services shall be measured on a length basis and paid for at the Contract Unit Price per metre for "Sewer Service Inspection" for all sizes and types of sewer service. The length to be paid for shall be the total number of metres of sewer services inspected, accepted and measured by the Contract Administrator which price shall be payment in full for performing all operations herein described and all other items incidental to the CCTV inspection of sewer services.

## **E9. WATER SERVICE REPAIRS**

E9.1 Description

- (a) This specification shall cover the repairs of 150mm and greater water service which penetrate the existing sewer.

E9.2 Construction Methods

- (a) Locate water service and excavate to existing watermain in accordance with CW 2030.
- (b) Remove dirt, debris, rust and scale from existing water service.
- (c) Cut existing water service pipe square to the pipe axis, remove required length of existing water service pipe as directed by the Contract Administrator and install new water service pipe in accordance with CW 2110, Section 3.3.
- (d) Backfill as directed by the Contract Administrator in accordance with CW 2030 and SD-002.

- (e) Install a continuity bonding wire between ends of cast and ductile iron water services that have been repaired with a length of PVC pipe. Prepare an area 50 millimetres square on the top of the pipe surface by grinding or filing to bare metal and attach the continuity bonding wire using the Thermite Welding process (Cadwelding).

### E9.3 Measurement and Payment

- (a) Repairs made to existing water services by replacing up to 3.0 continuous metres of pipe will be measured for payment on a unit basis for each size and type of backfill and paid for at the Contract Unit Price for "Water Service Repair – Up to 3.0 Metres Long". Number of units to be paid for will be the total number of water service repairs up to 3.0 metres long supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) Repairs made to existing water services by replacing additional pipe continuous to the first 3.0 metres of pipe will be measured for payment on a length basis for each size and type of backfill and paid for at the Contract Unit Price for "Water Service Repair – In Addition to First 3.0 metres". Length to be paid for will be the total number of linear metres of water services repair additional to the first 3.0 metre repair supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- (c) Repairs to existing water services damaged by carelessness as determined by the Contract Administrator will be at own expense.
- (d) Supply and installation of continuity bonding wire will be included with water service repairs.

## E10. PARTIAL SLAB PATCHES

- E10.1 Construct full depth partial slab patches in accordance with CW 3230.
- E10.2 Full depth partial slab patches shall be measured on an area basis and paid for at the Contract Unit price per square meter for "Partial Slab Patches" for each type of pavement.
- E10.3 No differentiation will be made for class of patch.
- E10.4 No separate measurement or payment will be made for Drilled Dowels of Tie Bars, the cost for which shall be included in the prices for "Partial Slab Patches".

## E11. TEMPORARY CONCRETE SURFACE RESTORATIONS

- E11.1 If the weather will not permit final road pavement restorations to be completed in a timely manner after the underground work, temporary surface restorations for shafts or excavations within the pavement shall be made by installing Temporary Concrete Surface Restorations until such a time as final restorations are complete.
- E11.2 Temporary Concrete Surface Restorations shall conform to CW2130 with the following exception:
  - (a) No tie bars, dowels, or reinforcing steel shall be required.
- E11.3 All shafts and excavations shall be flooded and jetted prior to installing temporary surface restorations.
- E11.4 If the weather will permit, road pavement restorations shall be final restorations and shall commence immediately after underground construction.
- E11.5 Construction of temporary concrete pavement shall be measured on a square metre basis. The amount paid for shall be the total number of square metres of specified thickness acceptably placed. Payment shall be compensation in full for preparation of the base, supplying forms, insulating blankets, as well as supply and placement of Portland Cement Concrete pavement complete. Payment shall include removal and disposal of the temporary pavement when permanent restorations commence.

- E11.6 Temporary surface restorations must be completed and maintained to the satisfaction of the Contract Administrator.
- (a) Any temporary concrete, cement stabilized fill, limestone and/or cold mix placed during winter construction shall be completely removed and the remaining backfill shall be flooded, tamped, and topped up prior to performing permanent pavement restorations.
- E11.7 Temporary concrete shall be maintained and/or replaced in such a manner that it does not present a hazard to pedestrians and vehicles to the satisfaction of the Contract Administrator. The cost of maintenance and/or replacement of temporary concrete shall be incidental to the installation of the temporary concrete until final concrete restorations are completed.

**E12. WATER SERVICES THROUGH COMBINED SEWER ON WOLSELEY AVENUE (MA20011535)**

- E12.1 CCTV indicates that there are three (3) 19mm water services going through the 300mm combined sewer.
- E12.2 The Contractor shall confirm if the services are live by locating the water services within the area.
- E12.3 The Contractor shall renew all live services within the sewer repair, if directed by the Contract Administrator.
- E12.4 No separate measurement or payment will be made for the confirmation of the services.

**E13. BERKLEY STREET**

- E13.1 Description
- (a) This specification shall cover the repairs a chip seal surface.
- E13.2 Materials
- (a) The Contractor shall supply and deliver aggregate material in accordance with the requirements hereinafter specified.
- (b) Seal Coat (aggregate) shall be in accordance with the gradation limits and properties listed in Table 1: Material Gradation Specification below.

**Table 1: Material Gradation Specification**

Metric Sieve Size	Seal Coat Material (%)
10 000	100
5 000	30-85
2 500	0-20
1 250	0-10
80	0-<1

- E13.3 Construction Methods
- (a) Ensure the road surface is free clean.
- (b) Spray emulsion at specified temperatures and rate with distributor (rate = 1.35 litres/m<sup>2</sup>)
- (c) Spread chips with chip spreader at a uniform thickness to cover the emulsion.
- (d) Roll the surface with a steel drum roller to embed the chips.
- (e) Finish roll with rubber tired wobbly rollers.
- (f) Once the oil has cured, remove excess loose chips with sweeper.

**E13.4 Measurement and Payment**

- (a) Chip Seal patches shall be measured on an area basis and paid for at the Contract Unit price per square meter for "Chip Seal Patches". Payment shall be compensation in full for preparation of the base.

**E14. ST. ANNE'S ROAD MANHOLE**

**E14.1 Description**

- (a) This specification shall cover adjustment of the manhole at St. Anne's Road and Bishop Grandin Boulevard.

**E14.2 Construction Methods**

- (a) Contractor to expose the manhole at St. Anne's Road and Bishop Grandin Boulevard.
- (b) Manhole cover shall be raised using lifter rings to be flush with existing pavement.

**E14.3 Measurement and Payment**

- (a) Exposing the manhole at St. Anne's Road and Bishop Grandin Boulevard will be included in the lifter ring installation.

**E15. REGRADING WATER SERVICE AROUND SEWERMAIN**

**E15.1 Description**

- (a) This specification shall cover the regarding of water service which penetrates the existing sewer.

**E15.2 Construction Methods**

- (a) Locate water service and excavate in accordance with CW 2030.
- (b) Remove dirt, debris, rust and scale from existing water service.
- (c) Cut existing water service pipe, remove required length of existing water service pipe as directed by the Contract Administrator and install new water service pipe and unions in accordance with CW 2110.
- (d) Backfill as directed by the Contract Administrator in accordance with CW 2030 and SD-002.

**E15.3 Measurement and Payment**

- (a) Connecting existing 19 to 50 mm copper water services to new copper water services will be measured on a unit basis for each size and paid for at the Contract Unit Price for "Connecting Existing Copper Water Services to New Copper Water Services". Number of units to be paid for will be the total number of units supplied and installed in accordance with this specification, accepted and measured by Contract Administrator.
- (b) Supply and installation of couplings and up to 1.0 meter of new copper water service pipe will be included in the connection.
- (c) Supply and installation of copper water service pipe longer than 1.0 meter will be measured and paid for in accordance with CW 2110.

**E16. PROVISIONAL ITEMS**

**E16.1 The Provisional Items listed in the Schedule of Prices are a part of the Contract.**

**E16.2 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.**



E16.3 Notwithstanding GC:7, the City reserves the right to diminish all or any portion of the Items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.