



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 961-2014

FERRY ROAD – RIVERBEND COMBINED SEWER RELIEF CONTRACT NO. 4

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FERRY ROAD – RIVERBEND COMBINED SEWER RELIEF CONTRACT NO. 4

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 5, 2014.

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

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

B3. SITE INVESTIGATION

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

B4. ENQUIRIES

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least four (4) 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 B16.
- 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.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Bid Security
 - (i) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Bids shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor

Winnipeg MB R3B 1J1

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The 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).

B11. QUALIFICATION

- B11.1 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.

B11.2 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>

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.4 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

B11.5 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.

B11.6 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.

B12. BID SECURITY

B12.1 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.

B12.1.1 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.

B12.1.2 All signatures on bid securities shall be original.

B12.1.3 The Bidder shall sign the Bid Bond.

B12.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B12.2 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.

B12.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B12.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B12.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B12.3 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.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 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.

B13.1.1 Bidders or their representatives may attend.

B13.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B12 will not be read out.

B13.2 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/>

B13.3 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/>

B13.4 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B14.2 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.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 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.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 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.

B16. EVALUATION OF BIDS

- B16.1 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 B11 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B16.4 Further to B16.1(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.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

B17.3 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 B16.

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm

C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of land drainage sewers in accordance with the applicable Specifications and Drawings

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

- (a) Construction of land drainage sewers ranging in size from 375mm to 1050mm diameter mainly by trenchless methods.
- (b) Dewatering of an existing 1500mm Land Drainage Sewer for manhole installation.
- (c) Renewal of 450mm and 750mm Combined Sewers.
- (d) Abandonment of existing catch basin connections to Combined Sewers.
- (e) Installation of new catch basins and connections to Land Drainage Sewers.
- (f) Surface restoration and related works.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Tetra Tech WEI, represented by:

Gord Steiss C.E.T.
Project Coordinator
Telephone No.204-954-6800
Facsimile No.204-988-0546
Email gord.steiss@tetrattech.com

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

D3.3 Bids Submissions must be submitted to the address in B8.8

D4. CONTRACTOR'S SUPERVISOR

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

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

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

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

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

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

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

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

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services

Facsimile No.: 204 947-9155

D7. FURNISHING OF DOCUMENTS

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

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11. PERFORMANCE SECURITY

- D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D11.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B12.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12. SUBCONTRACTOR LIST

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

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

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

- (a) a critical path method (C.P.M.) schedule for the Work; and
 - (b) a Gantt chart for the Work based on the C.P.M. schedule;
- all acceptable to the Contract Administrator.

D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

- (a) Commencement Date.
- (b) Installation of Land Drainage Sewers on a street by street basis.
- (c) Surface restoration.
- (d) Substantial Performance.
- (e) Total Performance.

D13.4 Further to D13.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D13.5 The Contractor shall update the construction schedule prior to each bi-weekly construction site meeting for review and discussion at the meetings.

SCHEDULE OF WORK

D14. COMMENCEMENT

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

D14.2 The Contractor shall not commence any Work on the Site until:

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

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D15. WORKING DAYS

D15.1 Further to C1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

D15.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

D15.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D15.4 The Contract Administrator will furnish the Contractor with a bi-weekly record for each major type of work and Working Days charged. This record will be provided at regular site meetings.

D16. SPRINGTIME WORKING CONDITIONS

D16.1 Further to D15.1, the operation of machinery for the construction of sewers on existing streets in fair or poor condition during the spring thaw and drying period has the potential to cause considerable damage to these streets. If the Work has commenced and is underway, but in the opinion of the Contract Administrator the working conditions are detrimental to pavements or other infrastructure, the works shall be temporarily stopped and deferred to a later time of year.

D16.2 No Working Days will be charged during the temporary work stoppage period.

D16.3 No demobilization, remobilization or standby equipment costs may be charged due to the temporary work stoppage period.

D16.4 The Contract Administrator will monitor the working conditions during the temporary stoppage and provide notice to the Contractor that site conditions are suitable to resume work. The Contractor shall resume work within seven (7) days of receipt of notice, after which time Working Days shall be charged.

D17. WORK BY OTHERS

D17.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Manitoba Hydro Gas Division – relocation of gas regulating station valves on the northwest corner of St. Matthews Avenue and Madison Street to 50 m north.
- (b) City of Winnipeg Public Works Department – Stage 2 of Polo Park Infrastructure Improvements (Bid Opportunity 210-2014), including drainage inlets, watermain works, and new roadway pavements for the realignment of St. Matthews Avenue and connection to St. James Street.
- (c) Manitoba Hydro – Installation of new ducts on the realigned St. Matthews Avenue right of way and on Madison Street north of St. Matthews Avenue.
- (d) Manitoba Hydro – Construction of the new Madison Station at 555 Madison Street.as partRemoval and installation of street lighting, removal and relocation of power poles, conversion of 24 kV cable to underground and new 115kV power line crossing St. Matthews Avenue between Madison Street and St. James Street;

- (e) City of Winnipeg Traffic Services Branch - Erection and maintenance of temporary traffic control for this project.

D18. CRITICAL STAGES

D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Dewatering of the 1500 mm Brooklands-Rosser Land Drainage Trunk Sewer and completion of the installation of manhole base sections up to elevation 229.0 m to be completed by March 1, 2015.
- (b) Completion of all works east of Century Street (St. Matthews Avenue, Kensington Street, Madison Street) excluding final surface restoration by May 1, 2015, to avoid conflict with works by others.

D19. SUBSTANTIAL PERFORMANCE

D19.1 The Contractor shall achieve Substantial Performance within one hundred (100) consecutive Working Days of the commencement of the Work as specified in D14 or by June 6, 2015 whichever comes first.

D19.2 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.

D19.3 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.

D20. TOTAL PERFORMANCE

D20.1 The Contractor shall achieve Total Performance within one hundred fifteen (115) consecutive Working Days of the commencement of the Work as specified in D14 or by June 27, 2015 whichever comes first.

D20.2 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.

D20.3 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.

D21. LIQUIDATED DAMAGES

D21.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the day fixed herein, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the day fixed herein for same during which such failure continues.

- (a) Critical Stages - two thousand dollars (\$2,000.00);
- (b) Substantial Performance – two thousand dollars (\$2,000.00);
- (c) Total Performance – one thousand dollars (\$1,000.00).

D21.2 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Critical Stages, Substantial Performance or Total Performance by the day fixed herein for same.

D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D22. SCHEDULED MAINTENANCE

D22.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Maintenance of temporary cold mix asphalt patches and sacrificial concrete slabs as specified in E12;
- (b) Sodding as specified in CW 3510;

D22.2 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

D23. JOB MEETINGS

D23.1 Regular bi-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.

D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D24.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

D25.1 Further to B11.4, 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 B11.4.

D26. TRAFFIC CONTROL

D26.1 Further to clauses 3.6 and 3.7 of CW 1130:

- (a) Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW 3410.
- (b) In accordance with the Manual of Temporary Traffic Control in Work Areas on City Streets, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services

Branch of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.

D27. TRAFFIC MANAGEMENT

- D27.1 The Contractor shall be responsible for all signage including but not limited to lane diversions, lane divisions, and general construction barricades, except for that signage identified in the Manual of Temporary Traffic Control in Work Areas on City Streets as being the responsibility of the Public Works Department, Traffic Services Branch.
- D27.2 The Contractor shall not interfere with traffic signals. All modification of traffic signals shall be done by the Public Works Department, Traffic Signals Branch.
- D27.3 The Contractor shall be responsible for contacting Public Works Department, Traffic Management Branch Lane Closures at PWDLaneClosures@winnipeg.ca or (204) 986-5640 at least three (3) business days prior to the commencement of any lane closures on Regional Streets. The Contractor shall also be responsible for reporting any changes to lane closure locations or commencement and/or completion dates to the aforementioned contact.
- D27.4 A sketch showing the proposed Traffic Management is shown as drawing C0409 "Proposed Traffic Management – Century Street / King Edward Street East" in the drawing package.
- D27.5 Further to clause 3.7 of CW 1130, for Regional Streets (Century Street and King Edward Street East):
- D27.5.1 Maintain a two northbound and two southbound lanes of traffic on Century Street and King Edward Street East at all times during construction;
- D27.5.2 Left turns shall only be restricted as approved by the Traffic Management Branch. Left Turn closures are planned at the following locations:
- (a) Century Street Northbound at St. Matthews Avenue.
 - (b) Century Street / King Edward Street East Southbound at St. Matthews Avenue.
- D27.5.3 Right turn closures are planned at the following locations:
- (a) Century Street / King Edward Street East Southbound at St. Matthews Avenue.
- D27.5.4 Intersecting street and private approach access shall be maintained at all times;
- D27.5.5 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 72 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access;
- D27.6 Further to clause 3.7 of CW 1130, for Local/Non-Regional streets (St. Matthews Avenue, Non-Regional portion of King Edward Street, Queen Street, Kensington Street, Madison Street):
- D27.6.1 The Contractor shall schedule construction activities to meet the following:
- (a) At least one lane for local access traffic shall be maintained local along streets during construction. The Contractor shall sign the street "Road Closed Local Access Only" in accordance with the Manual of Temporary Traffic Control.
 - (b) Bus traffic shall be maintained when possible as determined by the Contract Administrator.
 - (c) St. Matthews Avenue Westbound at Century Street will be restricted to right turns only. No through or left turn traffic will be permitted due to manhole construction within the intersection.

- (d) The Madison Avenue and St. Matthews Avenue intersection will be closed to all traffic due to the construction and reconstruction of several sewers and manholes. The Contractor shall sign the street "Road Closed" in accordance with the Manual of Temporary Traffic Control. Transfer of St. Matthews Westbound traffic to the eastbound roadway may be considered based on the timing of construction activities.
- (e) Intersecting street and private approach access shall be maintained at all times.

D27.6.2 Should the Contractor be unable to maintain an existing access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

D27.7 Pedestrian and ambulance/ emergency vehicle access must be maintained at all times.

D27.8 The proposed construction area does not conflict with Winnipeg Transit routes.

D28. PEDESTRIAN SAFETY

D28.1 Further to Section 3.6 of CW 1130 of the Site Requirements, the Contractor shall maintain safe pedestrian crossing at intersections at all times. If possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.

D28.2 Temporary snow fence shall be installed at all open excavations, trench cages, cans and shafts for the project duration. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.

D29. WATER USED ON CITY OF WINNIPEG PROJECTS

D29.1 Charges incurred for the permits and water meters shall be paid for by the Contractor when taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The Bid Opportunity number shall be noted on each permit.

D30. CONFINED SPACE ENTRY

D30.1 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ("the Act"), and the Regulations and Guidelines there-under pertaining to Confined Entry Work, and in particular the requirements for conducting hazard/risk assessment and providing personal protective equipment (PPE).

D30.2 The Contractor shall assist and provide Supplied Air Breathing Apparatus conforming to the requirements of the Act, Regulations and Guidelines for the use of the Contract Administrator where confined entry is required to allow for inspection of the Work.

MEASUREMENT AND PAYMENT

D31. PAYMENT

D31.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D32. WARRANTY

D32.1 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D32.1.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See 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. 961-2014

FERRY ROAD – RIVERBEND COMBINED SEWER RELIEF CONTRACT NO. 4

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. 961-2014
FERRY ROAD – RIVERBEND COMBINED SEWER RELIEF CONTRACT NO. 4

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

_____ .
(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>City Drawing No.</u>	<u>Drawing Name/Title</u>
		Cover Sheet
C0401	LD-7374	St. Matthews Avenue – King Edward Street to 7m East of Queen Street
C0402	LD-7375	St. Matthews Avenue – 7m East of Queen Street to 42m East of Century Street
C0403	10878	St. Matthews Avenue – 5m West of Kensington Street to Madison Street
C0404	LD-7376	Queen Street – 20m South of St. Matthews Avenue
C0405	10879	Kensington Street – 20m South of St, Matthews Avenue Madison Street – 12m South of St. Matthews to 37m North of St. Matthews Avenue
C0406	LD-7377	King Edward Street East – At King Edward Street
C0407	LD-7378	Century Street – At King Edward Street East
S0408	LD-7379	MH S410, S420 and S430 – Base and Collar Details
C0409	LD-7380	Proposed Traffic Management – Century Street / King Edward Street East

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, Test Hole logs compiled during the design process are provided in Appendix A. Test Hole Logs are provided to supplement the Contractors evaluation of the Site conditions within the Work area. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally.

GENERAL REQUIREMENTS

E3. OFFICE FACILITIES

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
- The field office shall be conveniently located near the Site of the Work.
 - The building shall have a minimum floor area of 20 square metres, with window area of 3 square metres and a door entrance with suitable lock satisfactory to the Contract Administrator.
 - The Building shall be suitable for all-weather use. It shall be capable of maintaining a temperature range between 16°C and 25°C.

- (d) The building shall be supplied with fluorescent lights and electrical wall outlets, add satisfactory to the Consultant.
- (e) The building shall be supplied with a high speed internet connection.
- (f) The building shall be furnished with one desk, one meeting table, one drafting table, one filing cabinet and six chairs, all satisfactory to the Contract Administrator.
- (g) One holding type toilet shall be provided for the exclusive use of the Contract Administrator.
- (h) The field office shall be cleaned weekly immediately prior to the Job Site Meetings to the satisfaction of the Contract Administrator.
- (i) The provision of the field office with the aforementioned furnishings and equipment shall also include maintenance and removal of the field office, operating costs and any service installation costs.

E4. PROTECTION OF EXISTING TREES

- E4.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing boulevard trees within and adjacent to the limits of construction:
- (a) All trees will have a 2.0m radius protective zone calculated from the circumference at the base of the trunk which will remain free of digging, trenching, grade changes, stock piling of materials, parking or vehicles or equipment, or other activities that could cause soil compaction throughout the duration of the Contract. Protective snow fencing complete with installation hardware demarking the protection zone is required.
 - (b) In addition to fencing, mature tree trunks shall be strapped with 25 x 150 x 2400 (1" x 6" x 8') wood planks to protect against bark damage. Smaller trees shall be similarly protected using appropriately sized wood planks.
 - (c) Operation of equipment within the drip line of trees shall be kept to the minimum required to perform the work.
 - (d) Construction operations shall be conducted so that they do not cause flooding or sediment deposition on areas where trees are located.
 - (e) Work on Site shall be carried out in such a manner so as to minimize damage to existing tree branches.
 - (f) Repair, replace and maintain tree protection material during construction of the Work.
 - (g) Remove snow fencing and strapping material without harming trees as soon as the construction and restoration work is complete.
- E4.2 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.
- E4.3 Excavations shall be carried out in such a manner so as to minimize damage to existing root systems. Roots over 50mm in diameter which must be cut to facilitate an excavation shall be neatly pruned prior to excavation and coated with an appropriate wound dressing to prevent infection. Prune exposed roots with equipment such as trenchers, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end. Keep exposed roots in excavations and trenches moist or shaded.
- E4.4 Take precautions to ensure tree limbs overhanging the Site are not damaged by construction equipment. Consult the Forestry Branch on pruning of overhanging or damaged limbs and branches and other unanticipated problems with trees during construction of the Works.
- E4.5 All damage to existing trees caused by the Contractor's activities shall be repaired as required by the Contract Administrator and the Forestry Branch. Damages must be repaired by an individual with a Manitoba Arborist license or by the Forestry Branch.

- E4.6 American elm trees are not to be pruned between April 1st and August 1st and Siberian elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.
- E4.7 The Forestry Branch will remove and replace any trees deemed to have died or that are dying due to damage from carelessness during construction. Removal and replacement costs will be determined by size and market price. The market price will be a comparable transplantable tree of the same or different species or may be the appraised value of the existing tree, as determined by an evaluation procedure presently used by Forestry Branch in conjunction with City Claims Branch. The evaluation procedure is in accordance with current International Society of Arboriculture evaluation procedure.
- E4.8 Protection of existing trees, repair of trees and pruning of damaged limbs will not be measured for payment and will be included with Underground or Surface Works. Removal and replacement of existing trees by the Forestry Branch deemed to have died or that are dying due to damage from carelessness during construction will be at the contractor's cost and will be invoiced or deducted from any payments owing.

E5. EXPLORATION OF EXISTING UTILITIES AND SERVICES

- E5.1 Exploration of buried infrastructure should be undertaken a minimum of 5 business days prior to any construction to determine if an alternate vertical or horizontal alignment of the proposed sewer may be beneficial to minimize conflicts with the existing utilities or services.
- E5.2 The Contractor shall arrange for all required utility locations, safety watches and other required notifications.
- E5.3 The Contractor shall provide the Contract Administrator with a minimum of 24 hours advanced notice prior to conducting utility exposures.
- E5.4 The Contractor is advised not to pre-order manhole risers until the exploration program is completed and the benefit of modifying the sewer grades or manhole depths has been assessed. The Contractor will be provided with sets of revised drawings if changes to the sewer depth are made.
- E5.5 Utilities
- E5.5.1 Prior to construction, the Contractor shall verify the elevations of buried utilities including but not limited to sewers, watermains, large diameter fire service watermains, gas mains, power and telecommunications ducts and conduits, traffic signal conduits, street lighting and other communication cables at proposed crossing locations in accordance with CW 1120 Clause 3.3.
- E5.5.2 Exploration of utility elevations will be incidental to the Contract.
- E5.6 Building Water and Sewer Services
- E5.6.1 At locations directed by the Contract Administrator, the Contractor shall perform exploratory excavations by soft dig methods or other methods suitable to the Contract Administrator to locate existing sewer and water services. It is not desired or necessary to explore each service location, and only a representative sample of services will be investigated on each street.
- E5.6.2 The exploration shall be done following all utility location surveys and prior to the installation of new sewers,
- E5.6.3 Exploration of existing services by soft dig method will be measured on an hourly basis and paid for at the Contract Unit Price for "Exploration of Existing Services". It is the intent to perform a minimum of 4 hours of soft dig exploration per session to minimize the number of times a soft dig contractor must be mobilized to site.

E6. MAINTAIN EXISTING SEWER FLOWS, FLOW CONTROL, DIVERSIONS AND BYPASS PUMPING

- E6.1 Maintaining Existing Sewer Flows, Flow Control, Diversions and Bypass Pumping required to complete the Works in the Contract shall be incidental to the Contract in accordance with CW 2130 Clause 4.16.
- E6.2 Dewatering of the Brooklands-Rosser Land Drainage Trunk shall not be incidental to the contract, and is described in E7.

E7. DEWATERING OF BROOKLANDS-ROSSER LAND DRAINAGE TRUNK SEWER

- E7.1 This Specification supplements and amends City of Winnipeg Standard Construction Specifications CW 2130 Gravity Sewers for the installation of three (3) new saddle type manholes on the existing 1500 mm Monolithic Concrete Brooklands-Rosser Trunk Sewer.
- E7.2 Reference drawings of the gate chamber and nearby St. James bridge pier are provided in Appendix B.
- E7.3 Description of Sewer
- (a) The tunnel sewer is the outlet for the Brooklands/Rosser regional drainage system and accordingly can only be taken out of service for short periods of time. The sewer typically has no or little flow during the wintertime, except for that caused by snowmelt, watermain breaks or other construction dewatering operations.
 - (b) The pipe is a 1524 mm Monolithic Tunnel with 300 mm thick walls constructed in 1975.
 - (c) The sewer is approximately 10m deep, with approximate invert elevation at 224.0 m and ground elevation of 234.0 m.
 - (d) The sewer is below Assiniboine River level (nominally at 225.1 m), and must be dewatered.
 - (e) Portions of the sewer to receive new manholes was inspected in January 2014. The pipe is in good condition. This report will be provided to the successful Bidder.
 - (f) The sewer is located in till soils. The groundwater level varied between was 226.0 and 227.0 m. Infiltration of groundwater into the sewer is not a major contribution to flow, and was not observed during the January 2014 inspection.
- E7.4 The sewer shall remain in service during the manhole construction, and only dewatered for the drilled coupons between new manhole barrels and the pipe to be removed and the connections completed (cleanup of concrete penetration, installation of manhole steps, patching and grouting, etc.).
- E7.5 Dewatering of the pipe has previously been done at the circa 1975 Gate Chamber on Wolseley Avenue West, as part of the Ferry Road Contract 1 project, with dewatered flow pumped directly to the Assiniboine River. The following procedure was successfully used in the past, but the Contractor may utilize other methods of dewatering. Diversion of dewatering flow into combined sewers will not be permitted due to limited sewer capacity and the potential for causing a combined sewer overflow.
- (a) Larger submersible pumps cannot fit through a 760 mm wide internal hatchway within the 1.8 m x 2.7 m chamber to reach the chamber invert. However, larger pumps were necessary for the previous project to maintain groundwater dewatering for works near Ness Avenue.
 - (b) The gate chamber is too deep for a suction lift pump sitting at ground level to be functional, since the depth exceeds the practical maximum of 7.6 m for suction lift (Chamber top slab elevation = 231.41m, top of hatch slab = 231.56m, chamber invert = 223.4m, or about 8.2 vertical metres from invert to top slab).
 - (c) To decrease the suction lift, a pump pit / platform was excavated on the west side of the chamber down to elevation 228.55 m and gravel pad constructed for trailer-mounted

pumps. The pump platform was constructed to avoid the footing of the northbound St. James roadway bridge (Pile cap elevation for nearby circa 1961 Pier #17 = 229.69m, edge of pier approximately 5.8 m away from west face of gate chamber).

- (d) Two 300 mm holes were drilled through the chamber west wall to accommodate 200 mm pump suction piping with camlock connectors, with hole invert elevation approximately 229.55 m (1.0m above platform elevation). The holes have been temporarily plugged with temporary rubber plugs on the inside of the chamber, and with pressure treated plywood, ram-neck style mastic and drill-in anchors on the outside of the chamber.
- (e) Two trailer mounted pumps were located on the pump pad, with flexible discharge piping laid down the riverbank to discharge into the river. One pump acted as standby, which is not required for this project due to the short duration of works within the trunk sewer).
- (f) The pump enclosure was fenced in accordance with D28.
- (g) Following dewatering operations, the pumps and hoses were removed and the pit temporarily backfilled. No surface restoration was done in anticipation of the dewatering to be done as part of this project.

E7.6 The approximate volume to be dewatered for various Assiniboine River levels is shown in the following table. The Assiniboine River level (or ice level) at St. James Bridge can be obtained from the City of Winnipeg River Levels web page:

<http://www.winnipeg.ca/publicworks/pwddata/riverlevels/>

Assiniboine River Level at St. James Bridge (m)	Approximate Dewatering Volume (cu m)
224.5	1,900
225.0	4,600
225.5	7,700
226.0	10,400
226.5	12,500
227.0	14,200
227.5	15,700

E7.7 Dewatering pumps should be sized to completely dewater the pipe within 3 days, irrespective of the increasing head or suction lift as dewatering is occurring.

E7.8 The Contractor shall prepare and submit a plan for dewatering and installing manholes to the Contract Administrator for review and approval at least ten (10) days before the commencement of dewatering operations. The plan should including timing, schedule and calendar dates for the dewatering and manhole connection operation, proposed pumping rates, and timing for completing the manhole installations shall be submitted for the Contract Administrator's review and approval prior to commencing the work.

E7.9 Measurement and Payment for trunk sewer dewatering including mobilization, demobilization, equipment setup, supply of pumps and related equipment, removal of temporary wall plugs, restoration of cored holes with concrete (or reinstatement of wall plugs if required by the City), sewer dewatering operations, backfilling and surface restoration including topsoil and sod, and all related work will be on a lump sum basis.

E8. SEWER CONSTRUCTION

E8.1 Pipe Classes indicated on drawings represent long term design conditions and loading. The Contractor shall verify that the pipe class, strength, reinforcing and joint design are suitable for his proposed installation methods and procedures. Design of any pipe to suit installation methods is the responsibility of the Contractor.

E8.2 Pipe Sizes indicated on drawings are based on the most efficient hydraulic design. Details of any requested pipe size revisions shall be submitted to the Contract Administrator for review,

hydraulic analysis and approval. The Contract Administrator will consider other sizes for construction provided that:

- (a) There is no increase in cost the City.
- (b) There is no reduction in the level of service provided by the sewer system.
- (c) There is no change to the Contract duration.

E9. EXCAVATION, BEDDING AND BACKFILL

E9.1 Disposal of Unsuitable or Surplus Excavated Material

- (a) If the Contractor has not arranged for an approved disposal site, the City shall provide an optional disposal site for all surplus clean clay from the construction site. The material is not to include any refuse, concrete, metals, wood, organics, construction waste or any other deleterious materials. Any surplus soil material not meeting these requirements shall not be considered clean clay and shall not be permitted.
- (b) The disposal location provided by the City will be at the Brady Road Landfill Site. The Contract Administrator will make arrangements with Ed Rowinski (204-794-4590) at the landfill site for the disposal of the surplus soil material.
- (c) There will be no tipping fees charged at the landfill sites to the Contractor for the disposal of surplus soil material meeting the requirements of clean clay as specified.
- (d) Surplus material not meeting the requirements of clean clay may be disposed of at the Brady Road Landfill Site although tipping fees will be charged.
- (e) There shall be no measurement of surplus soil material disposed of at any disposal site. No additional payment will be made for disposal of surplus soil materials. It shall be considered incidental to the cost of the Work.

E9.2 Foundation and Bedding

- (a) Class A Bedding shall be used in all shafts with concrete pipe with Type 3 material for remainder of initial backfill.
- (b) Class B Bedding with Type 3 material shall be used in all shafts with PVC piping.
- (c) Class B Bedding with Sand material shall be used in all pipe installations in an Open Trench.

E9.3 Backfilling and Surface Restoration

E9.3.1 Initial backfilling of all excavations shall be carried out by the following methods:

- (ii) Class 3 backfill shall be used at all shafts for Trenchless installations.
- (iii) Class 3 backfill shall be used at Open Trenches. Class 2 backfill would also be acceptable but shall be undertaken at no additional cost or as indicated in E12. Class 2 and/or 3 backfill shall be placed and compacted in lifts not exceeding 600 mm.
- (iv) For excavation under existing pavements or sidewalks, and if restoration cannot commence within two weeks due to cold weather, construct temporary surface restoration as described in E12.
- (v) The Contractor shall have personnel available for immediate repairs of settlement at shaft locations from the start of construction until final restoration is complete.

E9.3.2 Final surface restoration shall be as follows:

- (i) The excavation shall be jetted and tamped twice, as per CW 2030.
- (ii) After the second jetting operation is completed, the excavation is to be subcut to 1.5 m below final surface elevation and recompacted in 300 mm lifts to the subgrade level using vibratory compaction methods in accordance with CW 2030 Class 2 Backfill.

- (iii) Pavement shall be completed in accordance with CW 3310 or CW 3410, depending on type of existing pavement surface.
- (iv) Boulevard restoration shall be completed in accordance with CW 3510.
- (v) If final restorations cannot be completed due to cold weather, temporary surface restorations shall be completed in accordance with E12.

E9.3.3 Further to CW 2130:

- (a) Trenchless Installations and Catch Basin connections: All costs associated with backfilling and surface restorations shall be incidental to the Work.
- (b) Open Trench Installation: Backfilling of trenches shall be incidental to the Work, but final surface restoration including the construction of Partial Slab Patches, Curb, Sidewalk and boulevard topsoil and sod will be paid for at the Contract Unit Prices for these items of work.

E10. TRENCHLESS EXCAVATION

E10.1 Further to Clause 3.4.1 of CW 2130, all sewers to be installed by trenchless methods except as explicitly noted on the Drawings.

E10.2 Selection of excavation equipment for installation of sewers by trenchless methods shall be the responsibility of the Contractor and shall be made based on expected soil conditions as detailed on the test hole logs. Trenchless sewer installation may be by any suitable methods including coring, pipe jacking or by tunnel boring machine that will meet the design objective and not conflict with the Traffic Management plan described in D27.

E10.3 The Contractor shall make allowances in the choice of equipment to account for reasonable and minor deviations in ground conditions and shall have contingency plans for the removal of boulders and other minor changes in ground conditions.

E10.4 Suggested launch and intermediate jacking shaft and retrieval can locations are shown on the drawings based on convenience, but it is the Contractor's responsibility to locate all shafts based on his equipment and proposed method of construction.

E10.5 Methods for dealing with and paying for Trenchless Excavation Obstructions are shown in Section E11.

- (a) The notice shall provide details of the change in subsurface soil conditions or obstructions encountered, any proposed construction procedure revision that the Contractor intends to undertake, as well as any other relevant supporting information.
- (b) The Contract Administrator shall review the notice as expeditiously as possible to assess whether the change in conditions and revised construction procedures amount to a Change in Work.

E11. TRENCHLESS EXCAVATION OBSTRUCTIONS

E11.1 Contingency plans for removal of the obstructions encountered in trenchless excavations must be approved by the Contract Administrator as follows:

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

E11.2 Where the Contract Administrator deems that the obstruction encountered represents a Change in Work, it shall be valued in accordance with C7.4 (c) and the following supplemental requirements:

- (a) The first four (4) hours of handling obstructions for each occurrence shall be the responsibility of the Contractor.
- (b) Equipment rates for equipment required in support of the obstruction removal shall be compensated at the MHCA rental rates. Equipment not listed in the MHCA rate schedule shall have their rates established by the Contractor prior to the commencement of Work in accordance with the procedure documented in the MHCA rental guide for establishing equipment rental rates and shall be subject to the approval of the Contract Administrator.
- (c) Standby equipment that cannot reasonably be deployed elsewhere during the duration of the obstruction removal shall be compensated at 50% of its established rate as noted in E7.2 (b) above.
- (d) Labour rates and material costs associated with obstruction removal shall be compensated as per C:7.4 (c) and C7.4.1 with the provision that any removal and replacement of pavements shall be compensated at the Contract Unit Price for such Work.

E11.3 An Allowance has been provided in the Contract Unit Prices (Provisional Items) to cover costs associated with removal of trenchless excavation obstructions.

E12. TEMPORARY SURFACE RESTORATIONS

E12.1 Further to clause 3.3 of CW 1130, where permanent surface restorations cannot be made due to cold weather, the Contractor shall temporarily restore surfaces as follows:

- (a) Backfill and level boulevards and grassed areas to match existing surface elevations and reduce to potential for trip hazards,
- (b) Cap excavations in local street pavements, approaches and back lanes with 300 mm of compacted crushed granular material and 100 mm of cold mix asphalt to match the existing pavement grade.
- (c) Cap excavations on Regional streets and high volume approaches with Sacrificial concrete pavement constructed of 600 mm of Cement Stabilized Backfill to CW 2160 and a 150 mm of non-reinforced concrete meeting the requirements of CW 3310 Clause 6.6 "Concrete for Temporary Restoration of Utility Pavement Cuts".
- (d) Cap excavations in sidewalk pavement with 100 mm of compacted crushed granular material and 50 mm of cold mix asphalt to match the existing sidewalk grade.
- (e) Insulate temporary concrete where required during 24 hr curing period,
- (f) Where curb has been removed as part of the pavement cut pour temporary curb using "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310.
- (g) Remove all temporary pavements prior to permanent restorations.

E12.2 Backfill under temporary surface restorations to be as follows:

- (a) Use Class 2 back fill in excavation under temporary street pavements and sidewalks where Class 3 backfill cannot be jetted and flooded due to cold weather.
- (b) Class 2 backfill may be compacted in 500 mm lifts where backhoe operated pneumatic plate compactors are used.
- (c) Jet and flood Class 2, Class 3 and Class 5 backfilled excavations in spring when ground is not frozen prior to permanent restoration.
- (d) Any Sacrificial Concrete Pavement, Cement Stabilized Backfill, or temporary cold mix asphalt shall be completely removed and the remaining backfill shall be flooded, tamped and topped up prior to performing permanent pavement restorations in accordance with E9.

E12.3 All temporary pavement restorations must be completed and continuously maintained until final surface restoration can be completed.

E12.4 If, in the opinion of the Contract Administrator, temporarily restored surfaces are not being adequately maintained or were not properly constructed and pose a danger to the public, maintenance or reconstruction will be done by the City forces with no advance notification the Contractor. All costs associated with the maintenance or reconstruction of temporary pavement incurred by the City shall be deducted from future payments to the Contractor.

E12.5 Measurement and Payment

- (a) Temporary surface restorations as described above except for Sacrificial concrete pavements shall be incidental to the cost of sewer construction.
- (b) No extra payment will be made for the installation of Class 2 backfill under temporary street pavements or sidewalks.
- (c) Sacrificial concrete pavement shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "150mm Sacrificial Concrete Pavement" (Provisional Items).
- (d) Cement Stabilized Backfill used as underlay for Sacrificial Concrete Pavement shall be measured on a volume basis and paid for at the Contract Unit Price per cubic meter for "Cement Stabilized Backfill" (Provisional Items).

E13. SNOW CLEARING AND SPRING CLEANUP

E13.1 The Contractor will be required to perform snow clearing and sanding operations on City streets and sidewalks within the Site where access to City snow clearing and sanding crews is blocked due to construction activities or where construction activities have created unsafe, icy conditions.

E13.2 Snow built-up on sidewalks and roadway shall be maintained to the condition of the surrounding sidewalks and roadways.

E13.3 The Contractor will be required to perform spring cleanup of wintertime road sand on local (non-regional) streets, lanes and sidewalks where access to City street sweeping crews is blocked due to construction activities.

E13.4 There will be no measurement or payment for snow clearing or spring cleanup.

E14. REPAIRS TO EXISTING SEWER OR WATER SERVICES

E14.1 Replacement of existing sewer or water services that conflict with the proposed sewer installation may be necessary. To minimize the potential for damaging existing services, shafts should be located near service locations such that the service locations can be found by exploratory digging. The Contractor shall attempt to adjust the water service pipe without cutting into the pipe to reroute it around the new sewer.

E14.2 The Contract Administrator must be notified immediately if a sewer or water service is damaged by the work, so that the home or building owner may be contacted and arrangements made for the provision of temporary servicing.

E14.3 The regrading or repair of existing 100 mm or 150 mm sewer services shall be done in accordance with CW 2130. This work shall be measured on a unit basis for regrading sections of sewer service up to 1.5 m long and on a lineal meter basis for regrading sections of sewer service longer than 1.5 m, and paid for at the Provisional Unit Prices for these items.

E14.4 The repair of damaged water service pipes shall be undertaken in accordance with CW 2110. The repair shall comply with the standard City of Winnipeg practice of allowing only one union or per service, and fully renewing the remainder of the service to the main or to the curb stop (whichever is shorter). Existing corporation stops, curb stops and boxes may be reused if in good condition and if compatible with the service pipe. The replacement of water services including connections shall be measured and paid for on a lineal meter basis for size classification of 19 mm, 25 mm, 38 mm and 50 mm. Supply and installation of new corporation

stops including saddles shall be measured and paid on a unit basis for the same size classifications identified for water service piping. Supply and installation of new curb stops and boxes shall be measured and paid on a unit basis for the same size classifications identified for water service piping.

E14.5 Relocation of existing water services encountered but not damaged by construction shall be incidental to the construction of sewers.

E14.6 The Contract Administrator must be notified if any of the water service piping encountered is not copper. If lead water services are encountered, these should be fully renewed with minimum 19 mm copper water services, including new saddle and corporation stop at the main, new curb stop and box. Connect new copper water service to existing lead service with a suitable flange copper to lead adapter.

E14.7 Connecting to existing water services will be included in the installation of water service piping.

E15. WORK IN PROXIMITY TO LARGER NATURAL GAS MAINS

E15.1 The Contractor shall follow the project-specific safety requirements presented in Appendix 'C' by Manitoba Hydro when working near the 350 mm High Pressure Natural Gas Main on St. Matthews Avenue and Madison Street and the 200 mm Medium Pressure Natural Gas Main within the St. Matthews Avenue median.

E15.2 The Contractor should be familiar with and comply with the requirements of the latest revision of Manitoba Hydro's "Safe Excavation & Safety Watch Guidelines". This document is available at: http://www.hydro.mb.ca/customer_services/permits_and_inspections/excavation_guidelines.pdf

E15.3 Work precautions and procedures required for working near gas mains will be incidental to the Contract.

E16. SEWER, MANHOLE AND DRAINAGE INLET CLEANING AND INSPECTION

E16.1 Existing Sewers, Manholes, Catch Basins and Curb and Gutter Inlets as identified herein shall be cleaned prior to inspection in accordance with CW 2140.

E16.2 Existing Combined Sewers where catch basin leads have been abandoned shall be cleaned prior to CCTV inspection. Manhole cleaning will be included as part of sewer cleaning in accordance with CW 2140 Clause 4.4.

E16.3 Existing Catch Basins and Curb Inlets to be connected to the new land drainage sewer system shall be cleaned prior to visual inspection in order to determine if the units need to be replaced or rehabilitated. This work may be performed all either all on a street by street basis, and must be completed before replacement units are ordered. This work shall be measured on a unit basis for each Catch Basin or Curb and Gutter Inlet cleaned and paid for at the Provision Unit Price for "Catch Basin Cleaning".

E17. VIDEO INSPECTION OF EXISTING SEWERS

E17.1 CCTV inspection of existing mainline combined sewers will be required following catch basin lead abandonment in accordance with CW 2145. Measurement and payment for this inspection including defect coding will be in accordance with CW 2145.

E17.2 CCTV inspection will not be required for the following large sewers:

- (a) Riverbend Combined Sewer Trunk (King Edward St., St Matthews Ave., Century St.)
- (b) Brooklands-Rosser Land Drainage Trunk (King Edward St., King Edward St. East, Century St.)

E17.3 Inspection by one-way feed using a self-propeller (tractor) camera may be required for pipes draining to the trunk sewers at tee connections without downstream manholes.

E18. CATCHBASIN RECONNECTIONS AND RENEWALS

- E18.1 The design objective of the project is provide combined sewer relief through the installation of new land drainage sewers, and disconnection of catch basins and drainage inlets from the combined sewer system. The drawings and Form B quantities indicate the worst case scenario where the majority of catch basins and curb and gutter inlets are to be replaced. However, if existing catch basins and curb and gutter inlets are in good shape and generally compliant with current City of Winnipeg standards, or require only minor upgrading such as replacement of a damaged frame or cover, or replacement of a missing debris hood, then the existing catch basin or curb and gutter inlet will be repaired as necessary and reconnected to the new land drainage sewer system.
- E18.2 Reconnections of existing catch basins to the new land drainage sewer and miscellaneous repairs will be measured and paid for as provisional items.
- E18.3 The condition assessment of existing catch basins and curb and gutter inlets will occur following the commencement of construction. Since the reconnection of catch basins is not typically done until after the mainline pipe and manholes have been installed, the Contractor is advised not to pre-order catch basins for this project until this assessment has been completed.

E19. CATCHBASIN FRAMES AND COVERS

- E19.1 All catch basins shall be supplied with AP-008 Barrier Curb and Gutter Inlet Frame and Box with AP-009 Barrier Curb and Gutter Inlet Cover unless otherwise directed by the Contract Administrator.

E20. BOARD INSULATION

- E20.1 Description
- E20.1.1 This specification shall cover the installation of board insulation, in addition to CW 2110 Section 3.12 and SD-018.
- E20.2 Materials
- E20.2.1 Moisture resistant closed cell extruded polystyrene insulation board designed for direct burial underground.
- (a) Total insulation thickness as specified on drawings.
 - (b) Minimum compressive strength 690 kPa (100 psi) to ASTM D1621.
- E20.2.2 Adhesive (for polystyrene insulation): to CGSB 71-GP-24.
- (a) Type: One part Polyurethane.
 - (b) VOC emission: 0.
- E20.3 Construction Methods
- E20.3.1 Supply and install rigid insulation at locations identified on the Drawings or where directed by the Contract Administrator. Construct as noted on Detail Drawings.
- E20.3.2 Insulation to be installed in an inverted U fashion in accordance with SD-018 as follows:
- (a) Maintain a minimum width of 1200 mm for horizontal insulation.
 - (b) Minimum of 300 mm well packed specified fill between top of the pipe and bottom of horizontal insulation.
 - (c) Vertical insulation on either side must extend a minimum of 150 mm below bottom of pipe. Hand pack specified fill material on either side of vertical insulation sections to ensure no warping or misalignment of vertical insulation sections.
 - (d) Apply horizontal section after Contract Administrator has inspected and approved installation of vertical insulation legs.

- E20.3.3 Horizontal insulation under roadway excavation or below the bottom of catchbasins overcrossing pipes in accordance with SD-018 and installed as follows:
- (a) Place and compact the bedding material to provide a minimum 300 mm cover over the pipe.
 - (b) Place two layers of insulation to attain a thickness of 100 mm for the full trench width. Stagger joints.
 - (c) Place 150 mm of sand over the insulation and a minimum of 200 mm hand placed and compacted backfill prior to final backfill or installation of catch basin.
- E20.3.4 Manhole or Catchbasin sidewall insulation
- (a) Install insulation board on exterior of manhole or catchbasin structures with adhesive, extending to depth indicated below finished grade as indicated on drawings.
- E20.3.5 Governed by the compaction equipment to be used, ensure that there is adequate cover on the insulation to prevent damage during compaction or subsequent construction operations.
- E20.4 Measurement and Payment
- (a) Pipe or pipe trench insulation installed in an inverted U configuration or in a wide horizontal configuration will be measured on an area basis based on the plan view area in square metres. The vertical sides of inverted U insulation will not be measured. Construction of insulation will be paid for at the Provisional Contract Unit Price for "Board Insulation".
 - (b) Manhole or catchbasin sidewall insulation will be measured on an area basis for each manhole or catchbasin insulated based on the horizontal extent of the insulation multiplied by the insulation depth. Construction of manhole or catchbasin sidewall insulation will be paid for at the Provisional Contract Unit Price for "Board Insulation".
- E21. PROVISIONAL ITEMS**
- E21.1 The Provisional Items listed on Form B: Prices are part of the Contract.
- E21.2 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.
- E21.3 Notwithstanding GC:7, the City reserves the right to diminish all or any portion of the items of work listed in the Provisional Items and no claim shall be made for damages on the grounds of loss of anticipated profit or for any other reason.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.2 Prior to the commencement of any Work specified in F1.1, 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.
- F1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in F1.1.