



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 334-2017**

**2017 WATER MAIN RENEWALS CONTRACT NO. 7**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2017 WATER MAIN RENEWALS CONTRACT NO. 7

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 10, 2017.

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 9 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B7. SUBSTITUTES**

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

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

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Bid Security
    - (i) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Bids shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 11 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. DISCLOSURE**

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

(a) N/A

## **B12. QUALIFICATION**

B12.1 The Bidder shall:

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

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

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

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

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

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

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

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

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



### **B13. BID SECURITY**

- B13.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
  - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B13.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B13.1.2 All signatures on bid securities shall be original.
- B13.1.3 The Bidder shall sign the Bid Bond.
- B13.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B13.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B13.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B13.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B13.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B13.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B14.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
- B14.1.1 Bidders or their representatives may attend.
- B14.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B13 will not be read out.
- B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page

at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

**B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid.

**B16. WITHDRAWAL OF BIDS**

- B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

**B17. EVALUATION OF BIDS**

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other

irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

## **B18. AWARD OF CONTRACT**

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

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

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

B18.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

D2.1 The Work to be done under the Contract shall consist of the renewal of water mains on Princess Street from Higgins Ave to James Ave, Henry Ave from Princess Street to King Street, Alexander Ave from Princess Street to King Street, James Ave from Princess Street to Main Street, and King Street from James Ave to William Ave.

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

- (a) Installation of approximately 1,110 metres of 150 mm to 300 mm diameter PVC water main by trenchless methods;
- (b) Abandonment and removal of existing water mains, valves, and hydrants;
- (c) Installation of hydrant assemblies and gate valves;
- (d) Installation of hydrant assemblies on existing water mains
- (e) Reconnection or renewal of water service connections;
- (f) Hydrostatic pressure testing of the new water mains;
- (g) Disinfection of the new water mains;
- (h) Final tie-ins of watermains; and
- (i) Restoration of pavement and boulevard areas.

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

D3.1 The Contract Administrator is Morrison Hershfield Ltd., represented by:  
Hartley Katz, C.E.T., P. Eng.  
Senior Municipal Engineer

Telephone No. (204) 977-8370 Ext. 1131010  
Email Address [hkatz@morrisonhershfield.com](mailto:hkatz@morrisonhershfield.com)

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

#### **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
- D6.5 Bids Submissions must not be submitted to the above facsimile numbers. Bids must be submitted in accordance with B8.**

## **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 B13.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

## **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 Gantt chart for the work all acceptable to the Contract Administrator.

(i) The Gantt chart shall indicate each stage of work by street name and station that will be hydrostatically tested and disinfected. Each stage shall include the following tasks:

- Water main installation;
- Hydrostatic test and disinfection (including lab testing time);
- Service renewals and reconnections;
- Tie ins to existing water mains;
- Temporary restorations;
- Permanent restorations; and
- Hydrant installations on existing water mains.

D13.3 Further to D13.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of the activity or task. The time shall be on the horizontal axis, and the activity or task shall be on the vertical axis.

## **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;



- (vi) the Subcontractor list specified in D12;
  - (vii) the detailed Work Schedule specified in D13; and
  - (viii) the Security Clearances specified in F1.
- (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 not commence the Work on the Site before August 14, 2017.

#### **D15. SUBSTANTIAL PERFORMANCE**

D15.1 The Contractor shall achieve Substantial Performance within sixty (60) consecutive Working Days of the commencement of the Work as specified in D14.

D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### **D16. TOTAL PERFORMANCE**

D16.1 The Contractor shall achieve Total Performance within seventy (70) consecutive Working Days of the commencement of the Work as specified in D14.

D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

#### **D17. LIQUIDATED DAMAGES**

D17.1 If the Contractor fails to achieve, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – one thousand seven hundred fifty dollars (\$1,750.00);
- (b) Total Performance – one thousand dollars (\$1,000.00).

D17.2 The amounts specified for liquidated damages in D17.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D18. COOPERATION WITH OTHERS**

D18.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of other utilities, local residents, staff and patrons of the following:

- (a) Insituform Technologies – CIPP contractor on Princess Street from MH at James Ave to MH at Ross Ave;
- (b) Union Gospel Mission;
- (c) Siloam Mission;
- (d) Red River Collage;
- (e) City of Winnipeg offices - City Hall 510 Main St, former Public Safety Building - 151 Princess Street, Civic Parkade 171 Princess Street (no longer in use), and 185 King Street;
- (f) All other local businesses;

will be working in the area on or adjoining the Site. These activities of the others may coincide with the Contractor's execution of the Work, and it will be the Contractor's responsibility to cooperate to the fullest extent with personnel working or using the area. Such cooperation is an obligation of the Contractor under the terms of this contract.

## **CONTROL OF WORK**

### **D19. JOB MEETINGS**

D19.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

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

### **D20. TRAFFIC CONTROL AND PARKING RESTRICTIONS**

D20.1 Traffic control and parking restrictions shall be carried out in accordance with CW 1130 Clauses 3.7 and 3.8.

D20.2 Further to D22.1 should the Contract Administrator require that Work defined by this Contract be carried out at night, on Sundays, on Public Holidays, or that Work be restricted or suspended, the Contractor shall comply without additional compensation being considered to meet the requirements.

D20.3 Regional Streets in this Contract are:

- (a) King Street from William Ave to James Ave;
- (b) James Ave from Main Street to King Street;
- (c) Princess Street from William Ave to Higgins Ave; and
- (d) Alexander Ave from Princess Street to King Street.

D20.4 Traffic control on Regional Streets during construction shall be as follows:

- (a) Princess Street
  - (i) A minimum of two lanes of traffic must be maintained at all times.

- (ii) Three lanes of traffic must be maintained during peak hours.
    - (iii) Princess Street at Higgins Ave intersection: tee removal to be completed on a weekend only.
    - (iv) Access to intersecting streets and private approaches must be maintained at all times.
    - (v) See Appendix A Figures 01 and 02.
  - (b) William Ave
    - (i) Curb lane west bound lane may be closed prior to tie-ins.
    - (ii) All west bound lanes may be closed during tie-ins.
    - (iii) All lanes between King Street and Main Street may be closed to all traffic while completing tie in work only if required.
    - (iv) Access to intersecting streets and private approaches must be maintained at all times.
    - (v) See Appendix A Figure 03.
  - (c) King Street
    - (i) A minimum of two lanes of traffic must be maintained at all times.
    - (ii) Three lanes of traffic must be maintained during peak hours.
    - (iii) See Appendix A Figure 03.
  - (d) James Ave East of King Street
    - (i) A minimum of two lanes of traffic must be maintained at all times.
    - (ii) See Appendix A Figure 04.
  - (e) Logan Ave
    - (i) No left turn from Logan Ave onto Princess Street;
    - (ii) Maintain all lanes of traffic with the exception of the Princess intersection.
    - (iii) See Appendix A Figure 04.
  - (f) Alexander Ave
    - (i) A minimum of two lanes of traffic must be maintained at all times with the exception of the Princess Street intersection.
    - (ii) One lane of traffic must be maintained at all times at the Princess Street intersection.
    - (iii) Access to intersecting streets and private approaches must be maintained at all times.
    - (iv) See Appendix A Figure 05.
- D20.5 Construction activities on Regional Streets shall be restricted to the closed lanes between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday and other hours as directed by the Contract Administrator.
- D20.6 Traffic Control on Non-Regional Streets during construction shall be as follows:
  - (a) Maintain one lane of traffic with street signed as "Road Closed – No Exit";
  - (b) Intersecting streets shall be maintained at all times;
- D20.7 Bus Traffic shall be maintained at all times except as agreed upon with Winnipeg Transit.
- D20.8 Maintain access to all private approaches at all times.
- D20.9 The Contractor will have access to the open lanes of traffic during non-restricted hours provided flag persons are used in accordance with the most current edition of the City of Winnipeg's Manual of Temporary Traffic Control on City Streets.
- D20.10 Further to CW 1130 Clause 3.6, the Contractor shall maintain safe pedestrian crossing at intersections and cross walks 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.

- (a) The Contractor is advised that Princess Street and Henry Ave have high pedestrian traffic and a very high fraction of pedestrians with disabilities. A higher level of pedestrian safety and accessibility will be required. The Contractor will also need to provide a high level of escort services for these pedestrians within this area.

D20.11 The Contractor shall not park company or private vehicles inside the barricaded work zone in a manner that will block the sightlines and pedestrians approaching and crossing.

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

D21.1 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).

#### **D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D22.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

#### **D23. WORK PRACTICES ON ASBESTOS CEMENT PIPE**

D23.1 Further to C6.28(d), the Contractor's attention is directed to the possible health dangers associated with working with asbestos cement pipe. All work associated with the existing Asbestos-Cement (AC) water mains shall conform to the following publications:

- (a) "Work Practices for Asbestos-Cement Pipe", AWWA No. M16, published by the American Water Works Association.
- (b) "Recommended Work Practices for AC Pipe", 1977, published by the AC Pipe Producers Association.

D23.2 The Contractor shall state in the "job specific safe work plan" the proposed procedure for working with AC pipe. The Contractor shall also provide proof of asbestos handling training or certification.

D23.3 Asbestos Cement pipe shall be disposed at the City of Winnipeg's Brady Road Landfill site at an approved location in the landfill. Disposal of the Asbestos-Cement pipe, including any fees charged at the Brady Road Landfill will be considered incidental to the installation of the new PVC water main.

### **MEASUREMENT AND PAYMENT**

#### **D24. PAYMENT**

D24.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **D25. WATER USED ON CITY OF WINNIPEG CONSTRUCTION PROJECTS**

D25.1 Further to CW 1120 Clause 3.7, charges incurred for the permit and water metres shall be paid by the Contractor when taken out. The Contractor shall forward the invoices to the Contract Administrator for reimbursement. The billing of the 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.

## **WARRANTY**

### **D26. WARRANTY**

D26.1 Warranty is as stated in C13.

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

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

BID OPPORTUNITY NO. 334-2017

2017 WATER MAIN RENEWALS CONTRACT NO. 7

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. 334-2017  
2017 WATER MAIN RENEWALS CONTRACT NO. 7

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

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

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

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

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

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

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

Partial drawings are permitted.

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

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

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



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

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

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

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

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

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

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

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

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



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
D-14617	Cover Sheet
D-14618	Drawing Index, Design Notes, Legend & Abbreviations
D-14619	Princess Street – James Avenue to 24 m S of Pacific Avenue
D-14620	Princess Street – 24 m S of Pacific Avenue to 19 m N of Alexander Avenue
D-14621	Princess Street – 19 m N of Alexander Avenue to 18 m N of Logan Avenue
D-14622	Princess Street – 18 m N of Logan Avenue to 9 m S of Henry Avenue
D-14623	Princess Street – 9 m S of Henry Avenue to Higgins Avenue
D-14624	King Street – William Avenue to 56 m S of James Avenue
D-14625	King Street – 56 m S of James Avenue to James Avenue
D-14626	James Avenue – Princess Street to 9 m W of King Street
D-14627	James Avenue – 9 m W of King Street to Main Street
D-14628	Alexander Avenue – Princess Street to King Street
D-14629	Henry Avenue – Princess Street to King Street
D-14645	Hydrant Installations

### GENERAL REQUIREMENTS

#### E2. PROTECTION OF TREES

- E2.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing boulevard trees within the limits of the construction area:
- Do not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
  - Strap mature tree trunks with 25 x 150 x 2400 (1" x 6" x 8') wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.
  - Excavations shall be carried out in a manner to minimize damage to existing root systems. Where roots must be cut to facilitate an excavation they shall be neatly pruned at the face of the excavation.
  - Work on site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch
  - American elm trees are not to be pruned between April 1<sup>st</sup> and August 1<sup>st</sup> and Siberian elm trees between April 1<sup>st</sup> and July 1<sup>st</sup> of any year under provisions of The Dutch Elm Disease Act.

E2.2 All damages to existing trees due to the Contractor's construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Public Works Department, Parks and Open Space Division, Urban Forestry Branch

E2.3 No separate measurement or payment will be made for protection of trees.

### **E3. PROVISIONAL ITEMS**

E3.1 The Provisional Items listed in the Schedule of Prices are part of the Contract.

E3.2 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 area shown on the drawings.

### **E4. CONNECTING TO EXISTING WATER SERVICES**

E4.1 This specification shall amend clause 4.22 of CW 2110.

E4.2 Connecting to existing lead water services will be measured and paid for in accordance with Clause 4.13 of CW2110, "Connecting Existing Copper Water Services to New Watermain" for each connection made, regardless of the material of the existing water service being connected to. Connecting to existing lead water services will not be included in the installation of a curb stop.

### **E5. PARTIAL SLAB PATCHES**

E5.1 Construct partial slab patches in accordance with CW 3230. Partial Slab Patches shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "Partial Slab Patches" in Form B of the Bid Submission.

E5.2 No separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices bid for Partial Slab Patches.

### **E6. MISCELLANEOUS CONCRETE SLAB RENEWALS - SIDEWALKS**

E6.1 Construct miscellaneous concrete slab renewals in accordance with CW 3235. Miscellaneous Concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the Contract Unit Price per square metre for "Miscellaneous Concrete Slab Renewals – Sidewalk" in Form B of the Bid Submission.

### **E7. CONCRETE CURB RENEWALS**

E7.1 Construct concrete curb renewal in accordance with CW 3240. Concrete curb renewal shall be measured on a length basis and paid for at the Contract Unit Price per metre for "Concrete Curb Renewal" in Form B of the Bid Submission.

### **E8. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO THE 1200MM BRANCH 1 AQUEDUCT**

E8.1 Description

E8.1.1 This Specification details operating constraints for all Work to be carried out in close proximity to the 1200mm Branch 1 Aqueduct. Close proximity shall be deemed to be any construction activity within a 3 m offset from the centreline of the aqueduct.

E8.2 General Considerations for Work in Close Proximity to the 1200mm Branch 1 Aqueduct.

E8.2.1 Work around the 1200mm Branch 1 Aqueduct shall be planned and implemented to minimize the time period that Work is carried out in close proximity the Aqueduct and to ensure that the pipeline is not subjected to excessive construction related loads, including

excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement.

E8.2.2 Precaution must be undertaken to ensure that applied loading during all phases of construction is within accepted loading parameters.

### E8.3 Protection of the 1200mm Branch 1 Aqueduct During Construction

E8.3.1 The Drawings provide the location of the Aqueduct through the construction site. Pipe locations noted on the Drawings are based on the original record drawings.

E8.3.2 The Contractor shall determine pipeline location and obvert elevation at locations marked out by the Contract Administrator by soft excavation methods (hydrovac or hand digging) prior to the start of construction.

- (a) Exposure of the Aqueduct shall be completed in the presents of the Contract Administrator;
- (b) Payment for soft excavation shall be included in the installation of the watermain renewal.

E8.3.3 Contractors working in close proximity to the Aqueduct shall meet the following conditions and technical requirements:

- (a) Pre-Work, Planning and General Execution
  - (i) No Work shall commence in close proximity to the aqueduct until after a meeting has taken place with a representative from each of the City of Winnipeg Water and Waste Department, Contract Administrator and Contractor. The meeting will review Specification E8 – Operating Constraints for Work in Close Proximity to the 1200mm Branch 1 Aqueduct. Also, the meeting will verify that the aqueduct location has been clearly delineated in the field.
  - (ii) Notify the Contract Administrator 7 days prior to commencement of any work near the aqueduct.
  - (iii) For transverse crossings of the aqueduct in support of pavement construction activities, designate crossing locations and confine equipment crossing the pipe to these locations. Reduce equipment speeds to levels that minimize the impacts of impact loading.
  - (iv) For construction Work activities either longitudinally or transverse to the alignment of the aqueduct, Work only with equipment and in the manner that meet the requirements noted herein.
  - (v) Subgrade, subbase and base construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing pipelines if the grade is insufficient to support the equipment without rutting.
  - (vi) Granular material, construction material, soil or other material shall not be stockpiled on the pipelines or within 3.0 metres of the pipe centerline.
  - (vii) Where Work is in proximity to the aqueduct, utilize construction practices and procedures that do not impart excessive vibration loads on the aqueduct or that would cause settlement of the subgrade below the aqueduct.

E8.3.4 Where field conditions are such that Trenchless Method cannot be made the Contractor, after receiving written approval from the Contract Administrator, shall install the pipe in an open trench with Class 3 backfill and shall meet the following conditions and technical requirements:

- (a) Excavation
  - (i) All excavation required within 3.0 metres of the pipe centerline either adjacent to or over the aqueduct, utilize only smooth edged excavation bucket, soft excavation or hand excavation techniques.
  - (ii) Offset backhoe from aqueduct a minimum of 2.5 meters from aqueduct centerline, to carry out excavation.

- (iii) All materials intended for backfill shall not be dumped directly on pipelines but shall be carefully bladed in place
- (b) Subgrade Construction
  - (i) Subgrade compaction shall be limited to static compaction methods
  - (ii) Stage Work activities to minimize the time period that unprotected subgrade is exposed to the environment and protect the subgrade against the impacts of adverse weather if subbase/ base course construction activities are not sequential with excavation.
- (c) Subbase and Base Course Construction
  - (i) Subbase or base course materials shall not be dumped directly on pipelines but shall be carefully bladed in-place.
  - (ii) Subbase compaction shall be either carried out by static methods without vibration or with smaller approved equipment such as hand held plate packers or smaller roller equipment.

## **E9. WATER SERVICE INTERRUPTIONS TO BUSINESSES, APARTMENT BUILDINGS**

- E9.1 Should the Contract Administrator require that Work be carried out at night, on weekends, on Public Holidays where required to minimize water service interruptions on this project, the Contractor shall comply without additional compensation being considered to meet the requirement.
- E9.2 Water shutdowns to City of Winnipeg office buildings, Siloam Mission, and other businesses reliant on water will take place after business hours.
- (a) Siloam Mission water shutoff to occur between 22:30 to 04:30.
  - (b) City of Winnipeg office building water shutoffs to occur between 18:00 to 05:00.
  - (c) All other locations to be determined on site by the Contract Administrator.
  - (d) Contractor shall give the Contract Administrator five (5) Working Days notice to make arrangements with the various businesses.
- E9.3 The Contractor shall work closely with the Contract Administrator and the City to coordinate service connections and tie-ins to minimize the disruptions of water service to all properties in the area.
- E9.4 The Contractor shall be required to submit a work plan satisfactory to the Contract Administrator seven (7) days prior to any construction activities to illustrate how the work will be performed to minimize or eliminate water shut downs of this project. The plan will be reviewed by the Contract Administrator and revised by the Contractor as required.
- E9.5 No additional payment will be made for measures taken to minimize water services disruptions.

## **E10. TEMPORARY SURFACE RESTORATIONS**

- E10.1 Further to CW 1130 Clause 3.3, where temporary surface restorations must be made to reopen lanes of traffic, the Contractor shall temporarily restore the surface as follows:
- (a) Backfill excavation with Class 1 Backfill extending to the underside of the cold mix asphalt;
  - (b) Cap excavation in pavement with a minimum of 50 mm thick layer of cold mix asphalt.
- E10.2 The Contractor shall maintain temporary restored surfaces until permanent restoration is complete.
- E10.3 The Contractor shall permanently restore all surface pavements once Work has advanced a maximum of three blocks from the temporarily restored surface. The three block maximum will be waived if the water main located three blocks back is included in the same hydrostatic leakage and disinfection test as the water main currently being installed. All temporarily

restored surfaces must be permanently restored if and prior to Work suspended due to winter shutdown as defined in E12.

**E10.4 Method of Measurement and Basis of Payment**

E10.4.1 Temporary Surface Restorations will be measured on an area basis and be paid for at the Contract Unit Price per square metre for "Temporary Surface Restorations", measured as specified herein which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.

**E11. ASPHALTIC CONCRETE PATCHES TYPE 1A**

E11.1 Further to CW 3410 there will be no maximum width for an asphalt patch. All cost incurred for sub base and base course materials shall be included in the unit price for "Construction of Asphalt Patches".

E11.2 Asphalt patches are to be constructed over concrete where an asphalt overlay exists or as shown below where no asphalt overlay exists:

- (a) 300mm of Crushed 50mm Limestone Sub Base
- (b) 50mm of Crushed 20mm Limestone Base
- (c) 100mm of Type 1A Asphaltic Concrete, Compacted in 50mm lifts

**E12. SUSPENSION OF WORK DUE TO INCLEMENT WEATHER**

E12.1 If the work cannot be completed in 2017 due to weather conditions such as excessive rainfall or freezing, the Contract Administrator, at his sole discretion, will suspend the Work and the counting of Working Days until the spring of 2018.

E12.2 The Contractor shall commence the Work again in the spring of 2018 within 10 Working Days of being notified by the Contract Administrator to do so.

E12.3 Working Days will begin to be counted again, resuming at the point where suspended the previous year,

- (a) after the expiration of the 10 Working Day notice, or
- (b) if the Contractor resumes Work within the 10 Working Day notice period, then Working Days will resume on that day.

E12.4 If the Work is suspended until the Spring of 2018, the remaining Work will be paid at the Unit Prices provided in the Bid Opportunity and no extra payment will be made for demobilization, remobilization, or due to increases in operating costs.

**E13. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO THE PEDESTRIAN TUNNEL**

**E13.1 Description**

E13.1.1 This Specification details operating constraints for all Work to be carried out in close proximity to the pedestrian tunnel under King Street.

E13.1.2 The Pedestrian Tunnel joins the Centennial Concert Hall to the Civic Parkade. The tunnel exits the Concert Hall, proceeds west below Main Street, below the court yard of City Hall, below King Street, and proceeds towards the Civic Parkade.

E13.2 The Contractor shall expose both the top and bottom of the tunnel by soft dig methods (hydroexcavation or by hand) to confirm the elevations.

E13.2.1 Exposing the tunnel shall only be completed in the presents of the Contract Administrator.

- E13.3 Where field conditions are such that Trenchless Methods to install the encasement pipe cannot be made, the Contractor shall stop work and immediately, inform the Contract Administrator, and proceed as instructed.
- E13.4 Restore with Class 2 backfill.
- E13.5 No additional payment will be made for soft digging and exposing the pedestrian tunnel. Soft digging will be considered incidental to the installation of the water main.

**E14. ENCASEMENT PIPE**

E14.1 General

- (a) Further to CW 2110, where indicated on the drawings, the Contractor shall supply and install encasement pipe.

E14.2 Materials

- (a) Further to CW 2110 Clause 2.11:  
(i) Pipe: 400 mm diameter PVC, DR 18, CSA B137.3, AWWA C905, NSF 61.

E14.3 Measurement and Payment

- (a) As per CW 2110 Clause 4.1.7 and 4.1.8.

**E15. ENCASEMENT PIPE SPACERS**

E15.1 Further to CW 2110 Clause 3.5, if the Contractor uses spacers the encasement pipe spacers shall be 200 mm wide, heavy duty two piece stainless steel bands with 25 mm wide by 38 mm spacers, equal to Advance Products and Systems Inc. (APS) Model SS18 or Link-Seal PSI Model PE.

E15.2 Measurement and Payment

- (a) Further to CW 2110 Clause 4.1.8, encasement pipe spacers will be included with the installation of the water main renewal.



## **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) communicating with businesses, residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- F1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in F1.1.