



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 415-2017

2017 WATER MAIN RENEWALS CONTRACT NO. 9

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2017 WATER MAIN RENEWALS CONTRACT NO. 9

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 6, 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.
- 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) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

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
- 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 Listowel Bay, Braintree Crescent from Listowel Bay (East Leg) to Ladywood Drive, Quail Ridge Road, from Apple Lane to Mid-Block South, Kensington Street from Silver Ave to Ness Ave, Hunterspoint Road from The Bridal Path (South Leg) to Horseshoe Bay, Horseshoe Bay, Meadowlark Place from Booth Drive to Flamingo Ave, Athlone Drive from Meadowlark Place to 45 metres South of Flamingo Ave and Rue Des Trappistes from Rue Du Monastere to 450 metres West of Villeneuve Boulevard.

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

- (a) Installation of approximately 1,825 metres of 150, 200, 250, and 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) Reconnection or renewal of water service connections;
- (e) Hydrostatic pressure testing of the new water mains;
- (f) Disinfection of the new water mains;
- (g) Final tie-ins of water mains; and
- (h) 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

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.

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 commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D14.3 The City intends to award this Contract by June 30, 2017.

- D14.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. CRITICAL STAGES

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) The water main renewals at the following locations must not commence prior to the end of the 2016-17 school season, July 1, 2017, and shall be completed prior to the start of the 2017-18 school season, September 4, 2017:
 - (i) Braintree Crescent (North Leg);
 - (ii) Meadowlark Place; and
 - (iii) Quail Ridge Road.

D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance within seventy (70) consecutive Working Days of the commencement of the Work as specified in D14.
- D16.2 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.
- D16.3 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.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance within eighty (80) consecutive Working Days of the commencement of the Work as specified in D14.
- D17.2 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.
- D17.3 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.

D18. LIQUIDATED DAMAGES

- D18.1 If the Contractor fails to achieve, Critical Stages, 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) Braintree Crescent (North Leg) – one thousand dollars (\$1,000.00);
 - (b) Meadowlark Place – one thousand dollars (\$1,000.00);
 - (c) Quail Ridge Road – one thousand dollars (\$1,000.00);
 - (d) Substantial Performance – one thousand dollars (\$1,000.00);
 - (e) Total Performance – seven hundred fifty dollars (\$750.00).

D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Critical Stages, Substantial Performance or Total Performance by the days fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. SCHEDULED MAINTENANCE

D19.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Landscaping as specified in CW 3510;

D19.2 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

D20. JOB MEETINGS

D20.1 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.

D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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 C6.26(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 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. 415-2017

2017 WATER MAIN RENEWALS CONTRACT NO. 9

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. 415-2017
2017 WATER MAIN RENEWALS CONTRACT NO. 9

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-14738	Cover Sheet
D-14739	Drawing Index, Design Notes, Legend & Abbreviations
D-14740	Hunterspoint Road - The Bridle Path to Horseshoe Bay
D-14741	Horseshoe Bay – West Limit of Horseshoe Bay to Hunterspoint Road
D-14742	Quail Ridge Road (East Leg) – 133 m N of Quail Ridge Road (S Leg) to 60 m S of Apple Lane
D-14743	Quail Ridge Road (East Leg) – 60 m S of Apple Lane to Apple Lane
D-14744	Meadowlark Place – Booth Drive to 10 m N of Athlone Drive
D-14745	Meadowlark Place – 10 m N of Athlone Drive to 60 m S of Flamingo Avenue
D-14746	Meadowlark Place – 60 m S of Flamingo Avenue to Flamingo Avenue
D-14747	Athlone Drive (South Leg) – Athlone Drive (West Leg) to Meadowlark Place
D-14748	Athlone Drive (West Leg) – Athlone Drive (South Leg) to 45 m S of Flamingo Avenue
D-14749	Listowel Bay (South Leg) – Braintree Crescent (West Leg) To Listowel Bay (East Leg)
D-14750	Listowel Bay (East Leg) – Listowel Bay (South Leg) to 91 m S of Braintree Crescent (North Leg)
D-14751	Listowel Bay (East Leg) – 91 m S of Braintree Crescent (North Leg) to Braintree Crescent (North Leg)
D-14752	Braintree Crescent (North Leg) – Listowel Bay (East Leg) to 70 m W of Ladywood Drive
D-14753	Braintree Crescent (North Leg) – 70 m W of Ladywood Drive to Ladywood Drive
D-14754	Kensington Street – Ness Avenue to 100 m N of Ness Avenue
D-14755	Kensington Street - 100 m N of Ness Avenue to 220 m N of Ness Avenue
D-14756	Kensington Street - 220 m N of Ness Avenue to 64 m S of Silver Avenue
D-14757	Kensington Street - 64 m S of Silver Avenue to Silver Avenue
D-14643	Rue des Trappistes – Rue de Monastere to 450 m W of Villeneuve Boulevard

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.

- (c) Excavations shall be carried out in a manner to minimize damage to existing root systems. Where roots must be cut to facilitate an excavation they shall be neatly pruned at the face of the excavation.
- (d) Work on site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch
- (e) American elm trees are not to be pruned between April 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.

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. WATER SERVICE INTERRUPTIONS TO BUSINESSES, APARTMENT BUILDINGS

- E8.1 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.
- E8.2 Water shutdowns to any school and other businesses reliant on water will take place after business hours.
- (a) Shutdowns dates and times at school locations will be determined on site by the Contract Administrator.
 - (b) Contractor shall give the Contract Administrator five (5) Working Days notice to make arrangements with the various schools and/or businesses.
- E8.3 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.
- E8.4 No additional payment will be made for measures taken to minimize water services disruptions.

E9. ASPHALTIC CONCRETE PATCHES TYPE 1A

- E9.1 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".
- E9.2 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

E10. WATER MAIN RENEWALS ON BRAINTREE CRESCENT, MEADOWLARK PLACE AND QUAIL RIDGE ROAD

- E10.1 The water main renewals on Braintree Crescent, Meadowlark Place and Quail Ridge Road are in close proximity to Jameswood Alternative School, Bruce Middle School, and École Roméo Dallaire School respectively.
- E10.2 The Contractor shall commence the Work at those locations no earlier than July 1, 2017 and have all Work (including hydrostatic tests, disinfection, lab testing, and restorations) completed prior to September 4, 2017.
- E10.3 Operations of the schools shall not be disrupted during normal business hours. The Contract Administrator will relay instructions from each school regarding when the buildings are in use and when water shutdowns will be permitted. The Contractor shall not be permitted to interfere with school operations and shall follow the instructions relayed from each school to the Contract Administrator.
- E10.4 The Contractor shall coordinate all water shut downs as outlined in E8.

E11. WATER MAIN GASKETS ON QUAIL RIDGE ROAD

- E11.1 All water main gaskets used on Quail Ridge Road shall be **nitrile gaskets**.

E12. ENVIRONMENTAL PROTECTION PLAN FOR RUE DES TRAPPISTES

E12.1 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the Environmental Protection Plan as herein specified.

E12.2 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work:

(a) Federal

- (i) Canadian Environmental Assessment Act (CEAA), 1992 c.37;
- (ii) Canadian Environmental Protection Act;
- (iii) Fisheries Act, 1985 c.F-14;
- (iv) Transportation of Dangerous Goods Act and Regulations, c.34;
- (v) Migratory Birds Convention Act and Regulations, c.22;
- (vi) Species at Risk Act, c.29;
- (vii) Transportation Association of Canada's Transportation Association of Canada *National Guide to Erosion and Sediment Control on Roadway Projects*, 2005;
- (viii) Applicable Fisheries and Oceans Canada Operational Statements for Manitoba for Temporary Stream Crossings;
- (ix) The Department of Fisheries and Oceans *Freshwater Intake End-of-Pipe Fish Screen Guidelines*, DFO 1995;
- (x) Fisheries and Oceans Policy for the *Management of Fish Habitat* 1986;
- (xi) Federal Policy on Wetland Conservation 1991;
- (xii) Navigable Waters Best Practices; and
- (xiii) Any other applicable Acts, Regulations, and By-laws.

(b) Provincial

- (i) The Dangerous Goods Handling and Transportation Act, D12;
- (ii) The Endangered Species Act, c.E111;
- (iii) The Environment Act, c.E125;
- (iv) The Fire Prevention Act, c.F80;
- (v) The Heritage Resources Act, c.H39.1;
- (vi) The Noxious Weeds Act, c.N110;
- (vii) The Nuisance Act, c.N120;
- (viii) The Pesticides Regulation, M.R. 94/88R
- (ix) The Public Health Act, c.P210;
- (x) The Water Protection Act, c.W65;
- (xi) The Workplace Safety and Health Act c.W210;
- (xii) Current applicable Associated Regulations;
- (xiii) The Manitoba Stream Crossing Guidelines for the *Protection of Fish and Fish Habitat, Manitoba National Resources*, 1996.; and
- (xiv) Any other applicable Acts, Regulations, and By-laws.

(c) Municipal

- (i) The City of Winnipeg Neighbourhood Liveability By-law No. 1/2008;
- (ii) The City of Winnipeg By-law No. 1573/77 and all amendments up to and including 7670/2000;
- (iii) City of Winnipeg *Best Management Practices for Activities In and Around the City's Waterways and Watercourses*, City of Winnipeg 2005;
- (iv) The City of Winnipeg *Motor Vehicle Noise Policies and Guidelines*;
- (v) The City of Winnipeg By-law No. 2480/79 and all amendments up to and including 7976/2000;
- (vi) The City of Winnipeg By-law No. 92/2010; and

(vii) Any other applicable Acts, Regulations, and By-laws.

E12.3 The Contractor is advised that the following environmental protection measures apply to the Work.

(a) Materials Handling and Storage

- (i) Storage on construction materials shall be confined to areas outside of the creek bank or at a location approved by the Contract Administrator.
- (ii) Construction materials shall not be deposited or stored on or near watercourses unless written acceptance from the Contract Administrator is received in advance.
- (iii) Construction materials and debris shall be tied down or secured if severe weather and high wind velocities are forecasted.
- (iv) Construction materials and debris shall be prevented from entering watercourses. In the event that materials and/or debris inadvertently enter the watercourse, the Contractor will be required to remove the material to an appropriate landfill or storage facility and restore the watercourse to its original condition.

(b) Fuel Handling and Storage

- (i) The Contractor shall obtain all necessary permits, if any, from Manitoba Conservation and Water Stewardship for the handling and storage of fuel products and shall provide copies to the Contract Administrator.
- (ii) All fuel handling and storage facilities shall comply with The Dangerous Goods and Transportation Act Storage and Handling of Petroleum Products Regulation and any local land use permits.
- (iii) Fuels, lubricants, and other potentially hazardous materials as defined in The Dangerous Goods and Transportation Act shall be stored and handled within the approved defined in E12.3(a).
- (iv) The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.
- (v) When servicing requires the drainage or pumping of fuels, lubricating oils or other fluids from equipment, a groundsheet of suitable material (such as HDPE) and size shall be spread on the ground to catch the fluid in the event of a leak or spill.
- (vi) Washing, refuelling, and servicing of machinery and storage of fuel and other materials for the machinery shall take place at least 100 metres from a watercourse to prevent deleterious substances from entering the water.
- (vii) The deposit of deleterious substances into water frequented by fish is prohibited under the Fisheries Act, 1985. The Contractor shall take appropriate precautions to ensure that potentially deleterious substances (such as fuel, hydraulic fluids, oil, sediment, etc.) do not enter any water body.
- (viii) Machinery shall arrive on Site in a clean condition and shall be maintained to be free to fluid leaks.

(c) Handling and Disposal

- (i) The construction area shall be kept clean and orderly at all times during and at completion of construction.
- (ii) At no time during construction shall personal or construction waste be permitted to accumulate for more than one day at any location on the construction Site, other than at a dedicated storage area as may be approved by the Contract Administrator.
- (iii) The Contractor shall, during and at the completion of construction, clean-up the construction area and all resulting debris shall be deposited at a Waste Disposal Ground operating under the authority of Manitoba Regulation 150/91. Exceptions are liquid industrial and hazardous wastes which require special disposal methods (refer to Section 30.5D).
- (iv) Indiscriminate dumping, littering, or abandonment shall not take place.
- (v) No on-Site burning of waste is permitted.
- (vi) Waste storage areas shall not be located so as to block natural drainage.

- (vii) Runoff from a waste storage area shall not be allowed to cause siltation of a watercourse.
 - (viii) Waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.
 - (ix) Equipment shall not be cleaned near watercourses; contaminated water from onshore cleaning operations shall not be permitted to enter watercourses.
 - (x) The Contractor shall notify and receive written approval from the Contract Administrator prior to discharge from any dewatered areas. The discharge will be released into a well-vegetated area, filter bag, settling basin, or storm sewer system to remove the suspended material and other deleterious substances from the discharge before it finds its way into any watercourse. Discharge from dewatering areas may require approved disposal via the sanitary sewer system or disposal truck at the request of the Contract Administrator.
 - (xi) Flows will be dissipated so that dewatering discharges minimize erosion at the discharge point.
- (d) Dangerous Goods/Hazardous Waste Handling and Disposal
- (i) Dangerous goods/hazardous waste are identified by, and shall be handled according to, The Dangerous Goods Handling and Transportation Act and Regulations.
 - (ii) The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.
 - (iii) Different waste streams shall not be mixed.
 - (iv) Disposal of dangerous goods/hazardous wastes shall be at approved hazardous waste facilities.
 - (v) Liquid hydrocarbons shall not be stored or disposed of in earthen pits on Site.
 - (vi) Used oils shall be stored in appropriate drums or tankage until shipment to waste oil recycling centres, incinerators, or secure disposal facilities approved for such wastes.
 - (vii) Used oil filters shall be drained, placed in suitable storage containers, and buried or incinerated at approved hazardous waste treatment and disposal facilities.
 - (viii) Dangerous goods/hazardous waste storage areas shall be located at least 107 metres away from the edge of the water line for normal summer water levels and be dyked.
 - (ix) Dangerous goods/hazardous waste storage areas shall not be located so as to block natural drainage.
 - (x) Runoff from a dangerous goods/hazardous waste storage areas shall not be allowed to cause siltation of a watercourse.
 - (xi) Dangerous goods/hazardous waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.
- (e) Emergency Response
- (i) The Contractor shall ensure that due care and caution is taken to prevent spills.
 - (ii) The Contractor shall report all major spills of petroleum products or other hazardous substances with significant impact on the environment and threat to human health and safety (as defined in Table 1 below) to Manitoba Environment, immediately after occurrence of the environmental accident, by calling the 24-hour emergency phone number (204) 945-4888.
 - (iii) The Contractor shall designate a qualified supervisor as the on-Site emergency response coordinator for the project. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill.
 - (iv) The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-site emergency response coordinator:

- (i) Notify emergency-response coordinator of the accident:
 - Identify exact location and time of accident;
 - Indicate injuries, if any;
 - Request assistance as required by magnitude of accident (Manitoba Environment 24-hour Spill Response Line (204) 945-4888, Police, Fire Department, Ambulance, company backup).
- (ii) Attend to public safety:
 - Stop traffic, roadblock/cordon off the immediate danger area;
 - Eliminate ignition sources;
 - Initiate evacuation procedures if necessary.
- (iii) Assess situation and gather information on the status of the situation, noting:
 - Personnel on Site;
 - Cause and effect of spill;
 - Estimated extent of damage;
 - Amount and type of material involved; and
 - Proximity to waterways, sewers, and manholes.
- (iv) If safe to do so, try to stop the dispersion or flow of spill material
 - Approach from upwind;
 - Stop or reduce leak if safe to do so;
 - Dyke spill material with dry, inert absorbent material or dry clay soil or sand;
 - Prevent spill material from entering waterways and utilities by dyking;
 - Prevent spill material from entering manholes and other openings by covering with rubber spill mats or dyking; and
 - Resume any effective action to contain, clean up, or stop the flow of the spilled product.
- (v) The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to Manitoba Environment according to The Dangerous goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.
- (vi) When dangerous goods are used on Site, materials for containment and cleanup of spill material (e.g. absorbent materials, plastic oil booms, and oversized recovery drums) shall be available on Site.
- (vii) Minor spills of such substances that may be contained on land with no significant impact on the environment may be responded to within-house resources without formal notification to Manitoba Environment.
- (viii) City Emergency response, 9-1-1, shall be used if other means are not available.

**TABLE 1
 SPILLS THAT MUST BE REPORTED TO THE
 MANITOBA CONSERVATION AS ENVIRONMENTAL ACCIDENTS**

Classification	Hazard	Reportable quantity/level
1	Explosives	All
2.1	Compressed Gas (Flammable)	100 L*
2.2	Compressed Gas	100 L*
2.3	Compressed Gas (Toxic)	All
2.4	Compressed Gas (Corrosive)	All
3	Flammable Liquids	100 L
4	Flammable Solids	1 Kg

5.1	PG** I & II	Oxidizer	K kg or 1 L
	PG** III	Oxidizer	50 kg or 50 L
5.2		Organic Peroxide	1 kg or 1 L
6.1	PG** I & II	Acute Toxic	1 kg or 1 L
	PG** III	Acute Toxic	5 kg or 5 L
6.2		Infectious	All
7		Radioactive	Any discharge or radiation level exceeding 10 mSv/h at the package surface and 200 uSv/h at 1 m from the package surface
8		Corrosive	5 kg or 5 L
9.1		Miscellaneous (except PCB mixtures)	50 kg
9.2		PCB Mixtures	500 g
9.3		Aquatic Toxic	1 kg or 1 L
9.4		Wastes (chronic toxic)	5 kg or 5 L
* Container capacity (refers to container water capacity)			
** PG = Packing Group(s)			

(f) Noise and Vibration

- (i) Noise-generating activities shall be limited to the hours indicated in the City of Winnipeg Noise Bylaw, and the Province of Manitoba Environment Act Licence, unless otherwise accepted in advance by the Contract Administrator. The activities will generally be restricted to 7:00 a.m. to 7:00 p.m. weekdays with written permission of the Contract Administrator and the City of Winnipeg for any afterhours or weekend work required for special cases. No extended or alternative working hours/dates will be permitted for pile driving activities.
- (ii) The Contractor shall be responsible for scheduling Work to avoid potential noise problems and/or employ noise reduction measures to reduce noise to acceptable limits. The Contractor shall also demonstrate to the Contract Administrator that Works to be performed during the night-time period, on Sundays, and Holidays as stated in the Licence shall not exceed the approved limit.
- (iii) Construction vehicles and equipment will adhere to posted speed limits.

(g) Erosion Control

- (i) The Contractor shall develop a sediment control plan prior to beginning construction in adherence to the Transportation Association of Canada National Guide to Erosion and Sediment Control on Roadway Projects, the City of Winnipeg's *Best Management Practices for Activities In and Around the City's Waterways and Watercourses*, and to the satisfaction of the Contract Administrator.
- (ii) Exposure of soils shall be kept to a minimum practical amount, acceptable to the Contract Administrator. The cover of trees and undergrowth shall be preserved to the maximum extent possible.
- (iii) A slit fence shall be employed on site. The Contractor shall inspect the fence daily and after a heavy rainfall to ensure their continued integrity.
- (iv) All areas disturbed during construction need not be revegetated. All shafts shall be flooded and compacted as per CW 2030.
- (v) The Contractor shall routinely inspect the silt fence and immediately carry out any necessary maintenance.
- (vi) The silt fence shall be maintained by the Contractor up to and including November 1, 2017. The Contract Administrator may change this date based on the culvert replacement project.

(h) Vegetation

- (i) Vegetation shall not be disturbed without written permission from the Contract Administrator.

- (ii) The Contractor shall protect plants or trees which may be at risk of accidental damage. Such measures may include protective fencing or signage and shall be approved in advance by the Contract Administrator.
 - (iii) The Contractor will limit the removal of trees and snags (standing dead trees), surface disturbance, and vegetation clearing.
 - (iv) Herbicides and pesticides shall not be used adjacent to any surface watercourses.
 - (v) Trees or shrubs shall not be felled into watercourses.
 - (vi) Trees damaged during construction activities shall be examined by the City of Winnipeg Forestry Branch; viable trees damaged during construction activities shall be pruned according to good practice by bonded tree care professionals.
 - (vii) Damaged trees which are not viable shall be replaced at the expense of the Contractor.
- (i) Construction Traffic
 - (i) The Contractor shall adhere to the Standard Provisions of the Standard Construction Specifications, and of the Manual of Temporary Traffic Control in Work Areas on City Streets of The City of Winnipeg, Works & Operations Division.
 - (j) Access
 - (i) The Contractor shall maintain access to affected residential properties.
 - (k) Measurement and Payment
 - (i) Silt fence will be measured on a length basis and paid for at the contract unit price per metre for "Silt Fence – Supply and Install". Length to be paid will be the total number of linear metres supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
 - (ii) Maintenance of the Silt Fence will be paid on a lump sum basis for the period of time noted in these specifications.
 - (iii) All other items in this specification will not be measured or paid. Payment for these items will be considered incidental to the installation of the water main.

E13. STREET LIGHT CABLE

E13.1 Construction Methods

- E13.1.1 At locations where street lighting cable is to be replaced as directed by the Contract Administrator, the Contractor shall, after completion of backfilling and grading of watermain trenches, construct a trench suitable for the placement of street lighting cable or install a 50 mm HDPE conduit by coring methods. The HDPE conduit will be supplied by the street lighting utility at no cost to the Contractor.
- E13.1.2 The trench or cored pipe shall be constructed on the same alignment as the street light bases or as directed by the Contract Administrator. The bottom of the trench shall be between 600 mm and 750 mm below the top of the curb and shall be no more than 150 mm in width. The invert of cored pipe shall be 600 mm to 750 mm below the top of the curb.
- E13.1.3 The Contractor shall provide 48 hours notice to the Contract Administrator prior to the commencement of trenching or coring operations in order to allow coordination of the cable installation by the street lighting utility.
- E13.1.4 Upon completion of cable installations by the street lighting utility the Contractor shall backfill, compact and grade the boulevard sections disturbed. Backfill shall be Class 4 Backfill in accordance with CW 2030.
- E13.1.5 Sodding boulevards disturbed during street light cable installation will be incidental to the Work.

E13.2 Method of Measurement and Payment

- (a) The installation of street lighting cable shall be measured on a linear meter basis based on measurements taken by the Contract Administrator. Payment shall be made at the Contract Unit Price for "Street Light Cable – Trenching", measured as specified herein which price shall be payment in full for performing all operations and supply all materials and all other items incidental to the Work included in this specification.

- (b) Coring and installation of HDPE conduit shall be measured on a linear metre basis from shaft face to shaft face based on measurements taken by the Contract Administrator. Payment shall be made at the Contract Unit Price for "Street Light Cable – Coring of HDPE Conduit", measured as a specified herein which price shall be payment in full for performing all operations and supplying all materials and all other items incidental to the Work included in this specification.

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 residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) 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 Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.