



THE CITY OF WINNIPEG

TENDER

TENDER NO. 123-2021

SLOPE STABILIZATION OF STORMWATER RETENTION BASIN (SRB) 6-7

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SLOPE STABILIZATION OF STORMWATER RETENTION BASIN (SRB) 6-7

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 6, 2021

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

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

B3.2 The Bidder is advised that a site visit prior to commencement of the Work may be conducted without the presence of the Contract Administrator. A site visit shall be conducted to identify site access, confirm the suitability of staging and laydown area, and any site restrictions.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

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

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

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

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies, or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.4.1 Bids will **only** be accepted electronically through MERX.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices stated shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D24. Any such costs shall be determined in accordance with D24.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

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

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. BID SECURITY

B14.1 The Bidder shall include in its Bid Submission bid security in the form of a digital 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 Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B14.2 Bid security shall be submitted in a digital format meeting the following criteria:

- (a) The version submitted by the Bidder must have valid digital signatures and seals;
- (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(b).

B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

B14.4 Bonds passing the verification process will be treated as original and authentic.

B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

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

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

B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

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

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

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

B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of rockfill rib construction, pedestrian path reconstruction, and site restoration.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is TREK Geotechnical Inc., represented by:

Ryan Belbas, M.Sc., P.Eng.
Geotechnical Engineer

Telephone No. 204 294 2079

Email Address rbelbas@trekgeotechnical.ca

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

D5. CONTRACTOR'S SUPERVISOR

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

D5.2 At least two (2) Business Days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D5.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D6. NOTICES

D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

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 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

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

D7. FURNISHING OF DOCUMENTS

- D7.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

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 Documents, if applicable.
- 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>
- D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

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 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) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.
- 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 Documents, as applicable.

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. CONTRACT SECURITY

D11.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1(b).

D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

D11.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D11.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D11.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

- (v) Laydown areas
- (vi) Erosion and sediment control
- (iii) Rockfill Rib Construction
 - (i) Excavation
 - (ii) Supply and placement of granular fill
 - (iii) Supply and placement of rockfill
 - (iv) Compaction of rockfill
 - (v) Supply and placement of clay cap
 - (vi) Compaction of clay cap
 - (vii) Supply and placement of geotextile
 - (viii) Supply and placement of revetment aggregate
- (iv) Pedestrian Path Reconstruction
 - (i) Removal and Disposal of Existing Asphaltic Concrete Pavement and Granular Base Course
 - (ii) Supply, Placement and Compaction of Granular Base Course
 - (iii) Construction of Asphaltic Concrete Pavement
- (v) Site Restoration
 - (i) Grading and supply and placement of topsoil and seed
 - (ii) Supply and placement of erosion control blanket (ECB)
 - (iii) Supply and placement of protective fencing
 - (iv) Existing Facilities Restoration
- (vi) Demobilization

D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance by July 2, 2021.
- 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 by July 16, 2021.
- 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 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 and five hundred dollars dollars (\$1,500);
 - (b) Total Performance - seven hundred and fifty dollars dollars (\$750);
- 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 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. COVID-19 SCHEDULE DELAYS

- D19.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D19.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D19.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D19.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D19.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D19.5 The Work schedule, including the durations identified in D16 to D17 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D19.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D19.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

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

D21.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D22. PAYMENT

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

WARRANTY

D23. WARRANTY

D23.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D24. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D24.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D24.2 Further to D24.1, in the event that the obligations in D24 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D24.3 For the purposes of D24:

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

D24.4 Modified Insurance Requirements

D24.4.1 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D24.4.2 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D24.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D24.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D24.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D24.5 Indemnification By Contractor
- D24.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D24.6 Records Retention and Audits
- D24.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D24.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D24.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D24.7 Other Obligations
- D24.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D24.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance

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

D24.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D24.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D24.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D24.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

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

TENDER NO. 123-2021

SLOPE STABILIZATION OF STORMWATER RETENTION BASIN (SRB) 6-7

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: LABOUR AND MATERIAL PAYMENT BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

_____ ,
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

TENDER NO. 123-2021

SLOPE STABILIZATION OF STORMWATER RETENTION BASIN (SRB) 6-7

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM K: EQUIPMENT
(See D13)

SLOPE STABILIZATION OF STORMWATER RETENTION BASIN (SRB) 6-7

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D13)

SLOPE STABILIZATION OF STORMWATER RETENTION BASIN (SRB) 6-7

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

- (viii) Used oil filters shall be drained, placed in suitable storage containers, and buried or incinerated at approved hazardous waste treatment and disposal facilities.
 - (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;
 - Dike spill material with dry, inert absorbent material or dry clay soil or sand;
 - Prevent spill material from entering waterways and utilities by diking;
 - Prevent spill material from entering manholes and other openings by covering with rubber spill mats or diking; 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 MANITOBA SUSTAINABLE DEVELOPMENT 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, 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..
- (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 License shall not exceed the approved limit.
 - (i) The Contractor shall locate stationary noise generating equipment (i.e. generators) away from sensitive receptors and wildlife areas.
 - (ii) Construction vehicles and equipment will adhere to posted speed limits.

(g) Dust and Emissions

- (i) Dust control practices implemented by the Contractor during construction shall include regular street cleaning and dampening of construction access roads and Work areas with water or approved chemicals at an adequate frequency to prevent the creation of dust.
- (ii) The Contractor shall minimize construction equipment idling times and turn off machinery, when feasible.
- (iii) Only water or chemicals approved by the Contract Administrator shall be used for dust control. The use of waste petroleum or petroleum by-products is not permitted.
- (iv) The Contractor shall ensure that trucks which are used to haul excavated material and backfill material to and from the Work Site utilize tarpaulin covers during transport to prevent material from falling onto the street and creating dust.
- (v) Stockpiled soils shall be covered with tarpaulin covers to prevent the creation of dust.

(h) Erosion Control

- (i) Exposure of soils shall be kept to a minimum practical amount, acceptable to the Contract Administrator.
- (ii) Sediment control fencing, or other such erosion control structures, shall be employed wherever construction activity increases the potential for runoff to carry sediment into a sewer, drainage channel or other watercourse. The Contractor shall inspect all such structures daily during heavy construction activity in the areas of the structures and after a heavy rainfall to ensure their continued integrity.
- (iii) All areas disturbed during construction shall be landscaped and revegetated with native and/or introduced plant species in order to restore and enhance the Site and to protect against soil erosion unless otherwise indicated.
- (iv) The disturbed surface shall be revegetated so as to create a dense root system in order to defend against soil erosion on the right-of-way and any other disturbed areas susceptible to erosion.
- (v) The loss of topsoil and the creation of excessive dust by wind during construction shall be prevented by the addition of temporary cover crop, water, or tackifier, if conditions so warrant.
- (vi) The Contractor shall routinely inspect all erosion and sediment control structures and immediately carry out any necessary maintenance. Several inspections will be performed during rainy days.
- (vii) Construction activities will be avoided during periods of high winds to prevent erosion and the creation of dust.

(i) Runoff Control

- (i) Measures shall be undertaken to ensure that runoff containing suspended soil particles is minimized from entering the land drainage system to the greatest extent possible, to the satisfaction of the Contract Administrator.
- (ii) Areas that are heavily disturbed and vulnerable to erosion or gullyng will be diked to redirect surface runoff around the area prior to spring runoff.
- (iii) Construction activities on erodible slopes shall be avoided during spring runoff and heavy rain fall events.

(j) 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 unless otherwise approved by the Contract Administrator.
 - (v) Trees or shrubs shall not be felled into watercourses.
 - (vi) Areas where vegetation is removed during clearing, construction, and decommissioning activities, shall be revegetated as soon as possible in accordance with the landscaping plans forming part of the contract, or as directed by the Contract Administrator.
 - (vii) Trees damaged during construction activities shall be examined by bonded tree care professionals; viable trees damaged during construction activities shall be pruned according to good practice by bonded tree care professionals.
 - (viii) Damaged trees which are not viable shall be replaced at the expense of the Contractor.
- (k) Construction Traffic
- (i) Workforce parking shall be limited to the areas designated for such as detailed in the Contract Documents, or as otherwise may be directed by the Contract Administrator.
 - (ii) The Contractor shall adhere to the Standard Provisions of the Standard Construction Specifications, and of the Manual of Temporary Traffic Control on City Streets of The City of Winnipeg, Public Works Department.
 - (iii) For circumstances where the Contract Administrator has accepted Site access of special equipment or material, the Contractor shall provide adequate flagmen for traffic control in the vicinity of any public buildings.
- (l) Access
- (i) The Contractor shall maintain access to affected residential properties.
- (m) The Contractor shall provide or maintain general and off-street access to any affected business during construction.

E5. TRAFFIC CONTROL

E5.1 Further to clauses 3.6, 3.7 and 3.8 of CW 1130:

- (a) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC or by the Traffic Management Branch of the City of Winnipeg Public Works Department.

E5.2 Notwithstanding E5.1, the Contractor shall make arrangements with the **Traffic Services Branch of the City of Winnipeg** to place, maintain, and remove all **regulatory signs** and traffic control devices authorized and/or required by the Traffic Management Branch which may include, but not be limited to, the following:

- (a) Parking restrictions
- (b) Stopping restrictions
- (c) Designated Construction Zones
 - (i) The Traffic Services Branch will be responsible for placing all of the required signs for 'Designated Construction Zones'. The Contractor is still responsible for all other temporary traffic control.

E5.3 Further to E5.2, where the Contract Administrator has determined that the services of the Traffic Services Branch are required, the City shall bear no the costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.

E5.4 Measurement and Payment

E5.4.1 Traffic Control shall not be measured. This Item of Work shall be paid for at the Contract Lump Sum Price for "Mobilization and Demobilization", 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 and accepted by the Contract Administrator.

E6. WORKING AROUND EXISTING INFRASTRUCTURE AND UTILITIES

E6.1 Existing Infrastructure and Utilities

E6.1.1 The Contractor shall be responsible for protection of existing infrastructure and any utilities along the access route to the Site and at the Site including above ground and buried infrastructure.

- (a) The Contractor is responsible to obtain any required utility clearances prior to commencement of the Works.
- (b) Any infrastructure damaged due to construction activities including, but not limited to curbs, pavements, and utilities shall be repaired at the Contractor's expense.

E6.2 Measurement and Payment

E6.2.1 Working Around Existing Infrastructure and Utilities shall not be measured. This Item of Work shall be paid for at the Contract Lump Sum Price for "Mobilization and Demobilization", 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 and accepted by the Contract Administrator.

E7. SITE ACCESS AND DEVELOPMENT

E7.1 Description

E7.1.1 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

E7.2 Submittals

E7.2.1 Site Access Plan

- (a) At least five (5) days prior to commencement of construction, the Contractor shall submit a Site Access Plan for acceptance by the Contract Administrator to facilitate the Work. The Site Access Plan shall be sufficient to satisfy the Contract Administrator that the proposed access will not adversely affect slope stability at any stage during construction.

E7.3 Construction Methods

E7.3.1 The Contractor shall be responsible to develop and maintain suitable Site access. This includes but is not limited to, temporary bridging over structures, temporary removal and reinstallation of safety fencing as accepted by the Contract Administrator.

E7.4 Measurement and Payment

E7.4.1 Site Access and Development shall not be measured. This item of work shall be paid for at the Contract Lump Sum Price for "Site Access and Development", which includes supplying all materials and performing all operations, including construction or maintenance of temporary access roads, laydown areas, equipment parking areas, and working platforms, herein described and all other items incidental to the Work, included in this Specification and accepted by the Contract Administrator.

E8. PROTECTION OF EXISTING TREES

E8.1 Description

- E8.1.1 This Specification shall cover all operations relating to the protection of existing trees during at the Site during construction. Protection of some trees will be required during construction. The Contractor shall take the following precautionary steps to avoid damage from construction activities to any existing trees not marked and accepted for removal.
- E8.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

E8.2 Construction Methods

- E8.2.1 Methods and procedures that prevent damage or risk of damage to existing trees identified shall be employed during construction and approved by the Contractor Administrator. The Contractor will field verify and flag all trees to be protected.
- E8.2.2 Do not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.
- E8.2.3 Above ground clearance for overhanging branches in the Work zone must be anticipated. No trees may be removed or pruned without written approval from the Contract Administrator. Tree pruning or root pruning of City owned trees may only be done by a Contractor approved by the project's certified arborist or Urban Forestry Branch.
- E8.2.4 Strap mature tree trunks with 25 x 150 x 2400 mm wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.
- E8.2.5 No objects may be attached to trees protected by a City by-law without written authorization by the City of Winnipeg.
- E8.2.6 American elm trees shall not 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.
- E8.2.7 All damage to existing trees due to construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Planning, Property and Development Department, Municipal Accommodations Division, Forestry Branch at the Contractor's expense.

E8.3 Measurement and Payment

- E8.3.1 Protection of Existing Trees shall not be measured. This Item of Work shall be paid for at the Contract Lump Sum Price for "Site Access and Development", 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 and accepted by the Contract Administrator.

E9. REMOVAL OF EXISTING TREES

E9.1 Description

- E9.1.1 This Specification shall cover all operations relating to the removal of existing trees in the Work area during construction.
- E9.1.2 An existing tree within the Work area may need to be removed if additional rockfill ribs are constructed as per E14.
- E9.1.3 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

E9.2 Construction Methods

- E9.2.1 The Contractor shall only cut down trees approved for removal by the Contract Administrator. In general, the Contractor shall start at the top of the tree and remove branches or trunks in segments not longer than 2 m. Trees are to be felled so as to land within the Site limits.
- E9.2.2 The Contractor shall load and haul all trees, stumps, roots, logs, brush, rubbish and all other surface litter from the Site and dispose of these materials at an approved disposal Site, acceptable to the Contract Administrator.
- E9.2.3 Within areas where trees have been marked for removal, the roots shall be removed out to a minimum of 100 mm below final grade.
- E9.2.4 Trees shall be felled towards the centre of the area to be cleared. Any brush or trees falling outside of the area to be cleared shall be moved back to the right-of-way and disposed of.
- E9.3 Measurement and Payment
- E9.3.1 Removal of Existing Trees shall not be measured. This Item of Work shall be paid for at the Contract Lump Sum Price for "Site Access and Development", 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 and accepted by the Contract Administrator.

E10. LAYOUT OF WORK

- E10.1 The Contractor shall be responsible for the true and proper layout of the Work and for the correctness of the location, levels, dimensions, and alignment of all aspects of the Work. He shall provide all required instruments and competent personnel for performing all layouts.
- E10.2 The Contract Administrator shall be notified at least one (1) working day prior to any Work being commenced in order to have the option to check and review all elevations and layouts at his discretion.
- E10.3 The Contractor shall carefully protect and preserve all benchmarks, stakes, and other items used. Any such benchmarks or stakes removed or destroyed by the Contractor, shall be replaced by the Contractor at no cost to the City.
- E10.4 Measurement and Payment
- (a) Layout of Work shall not be measured. This item of work shall be paid for at the Contract Lump Sum Price for "Site Access and Development", 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 and accepted by the Contract Administrator.

E11. STOCKPILING OF MATERIALS

- E11.1 Description
- E11.1.1 This specification covers the procedures for establishing and maintaining stockpiles of granular fill, rockfill, existing revetment aggregate, and other materials handled on Site.
- E11.1.2 The Work to be done under this Specification shall include the furnishing of all superintendence, overhead, labour, materials equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

E11.2 Construction Methods

- E11.2.1 Temporary stockpiling of rockfill shall be permitted only at locations approved by the Contract Administrator and shall not be permitted near or along the top of bank of the SRB, streets, or on private properties.
- E11.2.2 Material shall be placed to the required lines and grade shown the Drawings immediately within the SRB area.
- E11.2.3 Surplus excavated materials shall be immediately removed from the Site. Stockpiling of excavated materials in locations and/or quantities that could jeopardize SRB bank stability and shall not be permitted.
- E11.2.4 The rate at which materials are delivered to the Site shall be controlled to minimize stockpiling and handling.
- E11.2.5 The Contractor shall review stockpile locations with the Contract Administrator prior to establishing stockpiles of material.
- E11.2.6 Stockpiled material shall be handled and maintained in a manner that prevents contamination with other soils and materials, debris, snow, or excess moisture. Contaminated material shall be removed and replaced at the Contractor expense.

E11.3 Measurement and Payment

- E11.4 Stockpiling of Materials shall not be measured. This item of Work shall be paid for at the Contract Lump Sum Price for "Site Access and Development", 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 and accepted by the Contract Administrator.

E12. EROSION AND SEDIMENT CONTROL

- E12.1 This Specification covers the supply, implementation, and maintenance of erosion control measures to control the release of sediments into the SRB during and following construction.
- E12.2 The Work to be done under this Specification shall include the furnishing of all superintendence, overhead, labour, materials equipment, tools, supplies, and all other things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.
- E12.3 Materials
- E12.3.1 Maintain a supply of erosion control products such as silt fencing, straw wattles, or straw infiltration rolls on Site at all times suitable for trapping and preventing sediments from entering the SRB during and following construction.
- E12.4 Construction Methods
- E12.4.1 Construction
- (a) Plan and carry out all Work in a manner that will mitigate the potential for the release of sediments into the SRB.
 - (b) Monitor the Work and implement appropriate sediment control measures as Site conditions warrant. Such measures may include installation of silt fences, straw wattles or other approved measures as required in the event that there is runoff from the Site.
 - (c) Upon completion of the Work, remove from site all surplus or waste materials, and materials containing fine-grained sediments.

E12.5 Measurement and Payment

- E12.5.1 Erosion and sediment control will not be measured. This item of Work shall be paid for at the Contract Lump Sum Price for "Site Access and Development", 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 and accepted by the Contract Administrator.

E13. ROCKFILL RIB CONSTRUCTION

E13.1 Description

E13.1.1 The Work covered under this item shall include all items relating to the construction of rockfill ribs along the east bank of Stormwater Retention Basin (SRB) 6-7, as shown on the Drawings.

E13.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E13.2 References

E13.2.1 All related Specifications and reference Standards are in accordance with the most current revisions of the versions of the following City of Winnipeg Standard Construction Specifications:

- (a) CW 3170 Earthwork and Grading;
- (b) CW 3710 Products Approved for Use in Surface Works;
- (c) CW 3130 Supply and Installation of Geotextile Fabrics; and
- (d) CW 2165 Stormwater Retention Basin Revetment and Soil Sterilization.

E13.3 Scope of Work

E13.3.1 The scope of this Work is not necessarily confined to the following, which is compiled as a general outline:

- (a) Removal and Disposal of existing revetment aggregate and existing geotextile;
- (b) Trench Excavation;
- (c) Supply and placement of granular fill;
- (d) Supply and placement rockfill;
- (e) Compaction of rockfill;
- (f) Supply and placement clay cap;
- (g) Compaction of clay cap;
- (h) Supply and placement of geotextile; and
- (i) Supply and placement of revetment aggregate.

E13.4 Submittals

E13.4.1 Rockfill Rib Construction Work Plan

- (a) At least five (5) days prior to commencement of construction of rockfill ribs, the Contractor shall submit a Rockfill Rib Construction Work Plan for acceptance by the Contract Administrator. The Rockfill Rib Work Plan shall be sufficient to satisfy the Contract Administrator that the proposed construction methodology will not adversely affect slope stability at any stage during construction.

E13.5 Materials

E13.5.1 General

- (a) The Contractor shall be responsible for the supply, safe storage, and handling of all materials set forth in this Specification. All materials supplied under this Specification

shall be subject to inspection and testing by the Contract Administrator. There shall be no charge for any materials taken by the Contract Administrator for testing purposes.

- (b) The Contractor shall supply all materials incidental to these Works. All materials must be on hand prior to commencement of the Work.

E13.5.2 Granular Fill

- (a) Granular fill shall consist of natural gravel, crushed stone or other materials of similar characteristics having clean, hard, strong, durable uncoated particles free from injurious amounts of soft, friable, thin, elongated or laminated pieces, alkali, organic roots, silt, clay, snow, ice or other deleterious matter with the following requirements:

- (i) minimum bulk specific gravity of 2.6 (ASTM C127),
- (ii) maximum Los Angeles abrasion loss of 30% (ASTM C131),
- (iii) maximum soundness loss of 13% (ASTM C88),
- (iv) maximum absorption of 2.5% (ASTM C127)
- (v) Gradation that conforms to the following:

Canadian Metric Sieve Size (mm)	Percent of Total Dry Weight Passing Sieve (%)
40	100
25	50 - 80
20	5 - 20
12.5	0 - 5
0.08	0 - 3

E13.5.3 Rockfill

- (a) Rockfill shall consist of sound, dense, hard, strong durable crushed limestone free from injurious amounts of soft, friable, thin, elongated or laminated pieces, alkali, organic roots, silt, clay, snow, ice or other deleterious matter with the following requirements:

- (i) minimum bulk specific gravity of 2.6 (ASTM C127),
- (ii) maximum Los Angeles abrasion loss of 35% (ASTM C131),
- (iii) maximum soundness loss of 13% (ASTM C88),
- (iv) maximum absorption of 2.5% (ASTM C127)
- (v) Gradation that conforms to the following:

Canadian Metric Sieve Size (mm)	Percent of Total Dry Weight Passing Sieve (%)
100	97 – 100
25	30 – 50
0.08	0 - 8

E13.5.4 Testing and Approvals

- (a) Approval of the granular fill and rockfill source(s) by the Contract Administrator is required prior to the supply and placement of the material at the site.
- (b) The Contractor shall identify the source of granular fill and rockfill and confirm that sufficient quantity of the specified material is available.

- (c) The Contractor shall supply a representative sample of the granular fill and rockfill to TREK Geotechnical Inc. at least ten (10) days prior to the commencement of construction. The Contract Administrator will advise the Contractor as to the required sample size. Additional material may be requested if the initial sample does not meet the specified physical properties.
- (d) The Contract Administrator may opt to visit the quarry site a minimum of 7 days prior to supply. The Contractor shall arrange for the visit the quarry site upon request from the Contract Administrator.
- (e) The Contractor shall provide laboratory test results from their supplier confirming that granular fill and rockfill meet the requirements of E13.5.3(a) and E13.5.3(a), respectively. Laboratory testing for grain size, bulk specific gravity, LA abrasion and soundness may be requested by the Contract Administrator and shall be conducted at the Contractor's own expense.
- (f) The procedure for preparation of all samples shall be in accordance with ASTM D75.
- (g) The Contract Administrator may perform additional testing should visible changes in material quality or gradation be observed that may impact on the performance of the works. The Contractor shall supply and deliver rockfill to the Contract Administrator's laboratory at no cost to the City.
- (h) Material deemed unacceptable by the Contract Administrator under these provisions shall be removed off-site at the Contractors expense.
- (i) All materials set forth in this Specification shall be subject to inspection and testing by a testing laboratory approved by the Contract Administrator.

E13.5.5 Clay Fill

- (a) The clay cap fill material shall consist of high plasticity clay with a liquid limit greater than 50%. The clay shall be free of deleterious material such as roots, organic material, ice, snow or other unsuitable materials, and may be salvaged from the on-site excavation, as approved by the Contract Administrator. Frozen material will not be accepted.

E13.5.6 Geotextile

- (a) The geotextile shall be a non-woven geotextile fabric, meeting or exceeding the following properties:

Physical Property	ASTM Test Method	Units	Average Roll Values
Grad Tensile Strength	D-4632	N	1400 (minimum)
Elongation	D-4632	%	50 (maximum)
CBR Puncture	D-6241	N	4000 (minimum)
Trapezoidal Tear	D-4533	N	500 (minimum)
UV Resistance	D-4355	% per 500 hrs	70 (minimum)
Apparent Opening Size	D-4751	mm	0.43 (maximum)
Permittivity	D-4491	Sec-1	.05 (minimum)
Flow Rate	D-4491	L/min/m ²	160 (minimum)

E13.5.7 Revetment Aggregate

- (a) The revetment aggregate shall consist of clean, round, crushed rock free of thin elongated or laminated pieces, organic material, clay, silt, snow, ice or other deleterious material. At least 90%, by actual particle count, to consist of angular, cubical fragments having at least one fractured face. Aggregate to have a minimum

50% (fifty percent) igneous granite rock content, with remaining content being primarily dolomite and hard limestone rock. New revetment aggregate shall conform to the following gradation:

Canadian Metric Sieve Size (mm)	Percent of Total Dry Weight Passing Sieve (%)
50	100
25	20 – 60
20	0 – 10
12.5	0 - 1

E13.6 Construction Methods

E13.6.1 Removal and Disposal of Existing Revetment aggregate and Geotextile

- (a) The Contractor shall remove and dispose of all existing revetment aggregate and geotextile situated along the shoreline of the SRB within the Work area.

E13.6.2 Compaction Testing Program

- (a) The Contractor shall carry out a compaction testing program to facilitate quality control during construction. This program shall be carried out to demonstrate that the means, methods and techniques of compaction proposed by the Contractor are capable of achieving the specified level of compaction. Acceptance of the Compaction Testing Program shall in no way relieve the Contractor from their contractual obligation of achieving the maximum apparent field density during construction. The compaction testing program shall establish the following:
- (i) the compaction equipment proposed for use,
 - (ii) the protocol for operations,
 - (iii) compaction effort required.
- (b) The Contractor shall provide all necessary labour, material and equipment necessary to carry out the compaction testing program. All testing shall be carried out in the presence of the Contract Administrator. Minimum requirements for the testing program will include:
- (i) The first rockfill rib shall be used as a test trench. Additional test trenches (if required) shall be located immediately adjacent to completed test trenches. The test trench shall be excavated to the lines and grades shown on the drawings and backfilled as noted herein.
 - (ii) Placement of granular fill can be placed and compacted in a single lift by mechanical means.
 - (iii) Placement of rockfill shall be in maximum lift thicknesses (prior to compaction) of 400 mm, if compacted using a hoe-pack. If a direct-insertion vibratory probe will be used for compaction, the rib may be backfilled in full prior to compaction. Care must be taken not to penetrate the underlying granular fill if a direct-insertion vibratory probe will be used. The equipment and methods proposed to place and compact rockfill shall be subject to acceptance by the Contractor Administrator.
 - (iv) Rockfill compaction proposed for construction shall be sufficient to achieve a minimum increase in density of 20% over uncompacted rockfill. The degree of compaction will be determined by measurement of the volume of backfill material before and after compaction for each lift.
 - (v) Such other testing as necessary to demonstrate that the Contractor's proposed means, method(s), techniques and equipment are consistent with achieving the specified level of compaction during construction.

E13.6.3 Trench Excavation

- (a) Trench excavation shall be completed to the lines and grades as shown on the Drawings and in accordance with CW 3170 and as indicated herein.
- (b) Trench excavation width for ribs is 1.5 m as shown on the Drawings. Any deleterious or sloughed material at the base of the excavation or during backfilling shall be removed prior to further backfilling.
- (c) The excavation side slopes shall be cut as near vertical as possible.
- (d) Any corrective actions to necessary to prevent water from entering or accumulating in the excavation shall be carried out.
- (e) Excavated material shall be salvaged on site for reused as clay cap, as approved by the Contract Administrator, or otherwise shall be hauled and disposed of off site.

E13.6.4 Backfilling and Compaction

- (a) Backfilling of granular fill and rockfill shall commence immediately after excavation has been completed. Excavation of adjacent ribs will not be permitted until backfilling of the excavated rib is complete.
- (b) Care shall be taken to prevent contamination of granular fill and rockfill. Should contamination of the granular fill or rockfill occur, the affected material shall be removed and disposed as directed by the Contract Administrator.
- (c) The Contractor shall monitor compaction operations to confirm the results of the compaction testing program are consistently met.
- (d) The Contractor shall advise the Contract Administrator of any modifications to their proposed methods deemed necessary to achieve the specified level of compaction.

E13.6.5 Clay Cap

- (a) The rockfill ribs shall be sealed with clay cap as shown on the Drawings.
- (b) The clay shall be placed and compacted by mechanical means to eliminate any voids.

E13.6.6 Geotextile

- (a) The geotextile shall be placed in accordance with CW 2165 to the lines and grades as shown on the Drawings.
- (b) The geotextile shall be placed beneath new revetment aggregate.
- (c) Installation, handling and storage of geotextile fabric shall conform to the manufacturer's recommendations and specifications.
- (d) The geotextile should be protected from environmental exposure and damage.

E13.6.7 Revetment aggregate

- (a) The revetment aggregate shall be placed in accordance with CW 2165 to the lines and grades as shown on the Drawings.

E13.7 Measurement and Payment

E13.7.1 Removal and Disposal of Existing Revetment aggregate and Geotextile

- (a) No separate measurement or payment will be made for removal and disposal of existing revetment aggregate and geotextile. This item of Work is incidental to "Rockfill Rib Construction".

E13.7.2 Compaction testing program

- (a) No separate measurement or payment will be made for the compaction testing program. This item of Work is incidental to "Rockfill Rib Construction".

E13.7.3 Trench (Rib) Excavation and Disposal of Excavated Material

- (a) No separate measurement or payment will be made for trench excavation and disposal of excavated material. This item of Work is incidental to "Rockfill Rib Construction".

E13.7.4 Supply and Placement of Granular Fill

- (a) Supply and Placement of granular fill shall be measured on a weight basis and paid for at the Contract Unit Price per tonne for "Supply and Placement of Granular Fill" for the total number of tonnes of granular fill measured by truck weight scale tickets, constructed in accordance with this specification as accepted by the Contract Administrator.
- (b) The Contractor shall supply all truck weight scale tickets to the Contract Administrator at the end of each workday.
- (c) The granular fill used in the Compaction Testing Program shall be included in the quantity for payment.

E13.7.5 Supply, Placement and Compaction of Rockfill

- (a) Supply and Placement of granular fill shall be measured on a weight basis and paid for at the Contract Unit Price per tonne for "Supply, Placement and Compaction of Rockfill" for the total number of tonnes of granular fill measured by truck weight scale tickets, constructed in accordance with this specification as accepted by the Contract Administrator.
- (b) The Contractor shall supply all truck weight scale tickets to the Contract Administrator at the end of each workday.
- (c) The rockfill used in the Compaction Testing Program shall be included in the quantity for payment.

E13.7.6 Clay Cap

- (a) No separate measurement or payment will be made for supply and placement of clay for the clay cap (whether imported or salvaged from on site materials). This item of Work is incidental to "Rockfill Rib Construction".

E13.7.7 Geotextile

- (a) Geotextile will be measured on an area basis and measured as the area covered by geotextile fabric. The area to be paid for shall be the total number of square metres of geotextile fabric supplied and installed in accordance with this Specification as computed from measurements made by the Contractor and confirmed by the Contract Administrator. Payment shall be Unit Price per square metre for "Supply and Install Geotextile".

E13.7.8 Revetment aggregate

- (a) New revetment aggregate shall be measured on a weight basis and paid for at the Contract Unit Price per tonne for "Supply and Placement of Revetment aggregate" for the total number of tonnes of new revetment aggregate measured by truck weight scale tickets, constructed in accordance with this specification as accepted by the Contract Administrator.

E14. ADDITIONAL ROCKFILL RIBS

E14.1 Description

E14.1.1 The City of Winnipeg may request construction of additional rockfill ribs as indicated on the Drawings as "Additional Rockfill Ribs" or at locations approved by the Contract Administrator. Requests for additional ribs will be provided in writing by the City of Winnipeg to the Contractor a minimum of five (5) Business Days prior to completion of construction of rockfill ribs numbered 1 to 18 as shown on the Drawings.

E14.1.2 Scope of Work, Materials, Construction Method, and Measurement and Payment for Additional Rockfill Ribs shall be in accordance with E13.

- E14.1.3 The Contractor shall be responsible for layout of additional rockfill ribs in accordance E10.
- E14.1.4 The Contract Administrator shall provide the UTM coordinates of additional rockfill ribs to the Contractor prior to construction of the additional rockfill ribs.

E15. PEDESTRIAN PATH RECONSTRUCTION

E15.1 Description

- E15.1.1 The Work covered under this item shall include all items relating to the Pedestrian Path Reconstruction after completion of Rockfill Rib Construction along the east bank of Stormwater Retention Basin (SRB) 6-7, as shown on the Drawings.
- E15.1.2 Materials, Construction Methods, Quality Assurance Testing, Quality Control Testing for pavement removal, subgrade, sub-base and base course construction, and asphalt paving shall be completed in accordance with latest versions of the City of Winnipeg Standard Specifications *CW 3110 Subgrade, Sub-Base, and Base Course Construction* and *CW 3410 Asphaltic Concrete Pavement Works* and City of Winnipeg Standard Detail *SD-647 Park Path Asphalt*.
- E15.1.3 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E15.2 References

- E15.2.1 All related Specifications and reference Standards are in accordance with the most current revisions of the versions of the following City of Winnipeg Standard Construction Specifications:
- (a) SCD-647 Park Path Asphalt
 - (b) CW 3110 Subgrade, Sub-Base, and Base Course Construction
 - (c) CW 3410 Asphaltic Concrete Pavement Works

E15.3 Measurement and Payment

- E15.3.1 Removal and Disposal of Existing Asphaltic Concrete Pavement and Granular Base Course
- (a) Removal and disposal of existing asphaltic concrete pavement and granular base course will be measured on an area basis as the area of the pedestrian path reconstruction as shown on the Drawings. The area to be paid for shall be the total number of square metres of pedestrian path reconstructed in accordance with this Specification as computed from measurements made by the Contractor and confirmed by the Contract Administrator. Payment shall be Unit Price per square metre for "Removal and Disposal of Existing Asphaltic Concrete Pavement and Granular Base Course".
- E15.3.2 Supply, Placement and Compaction of Granular Base Course
- (a) Supply, placement and compaction of granular base course shall be measured on a weight basis and paid for at the Contract Unit Price per tonne for "Supply, Placement and Compaction of Granular Base Course" for the total number of tonnes of granular base course measured by truck weight scale tickets and constructed in accordance with this specification as accepted by the Contract Administrator.
- E15.3.3 Construction of Asphaltic Concrete Pavement
- (a) Construction of asphaltic concrete pavement shall be measured on a weight basis and paid for at the Contract Unit Price per tonne for "Construction of Asphaltic Concrete Pavement" for the total number of tonnes of asphalt measured by truck weight scale tickets and constructed in accordance with this specification as accepted by the Contract Administrator.

E16. SITE RESTORATION

E16.1 Description

- E16.1.1 The Work covered under this item shall include all items relating to site restoration following Rockfill Rib Construction, Additional Rockfill Ribs (if completed as per E14), and Pedestrian Path Reconstruction along east bank of the Stormwater Retention Basin 6-7, as shown on the Drawings.
- E16.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.
- E16.1.3 The Contractor shall be responsible for restoring the Site to the same or better condition than at the start of the project, including, but not limited to, the Work, Access and Egress, and Laydown areas.
- (a) Any damage to the Site outside of the Work area as shown on the Drawings due to construction activities including, but not limited to, damage to landscaped areas, the pedestrian path, pavements, trees, utilities, and revetment aggregate shall be considered incidental to "Site Restoration".

E16.2 References

- E16.2.1 All related Specifications and reference Standards are in accordance with the most current revisions of the versions of the following City of Winnipeg Standard Construction Specifications:
- (a) CW 3170 Earthwork and Grading;
- (b) CW 3520 Seeding;
- (c) CW 3540 Topsoil and Finish Grading for Establishment of Turf Areas; and
- (d) CW 3550 Chain Link and Drift Control Fence

E16.3 Scope of Work

- E16.3.1 The scope of this Work is not necessarily confined to the following, which is compiled as a general outline:
- (a) Grading and supply and placement of topsoil and seed;
- (b) Supply and placement of erosion control blanket (ECB);
- (c) Supply and placement of protective fencing; and
- (d) Existing Facilities Restoration.

E16.4 Submittals

- E16.4.1 The Contractor shall submit all manufacturers' product specifications and recommended installation methods for the proposed topsoil, seed, erosion control blanket, and protective fencing.

E16.5 Materials

E16.5.1 General

- (a) The Contractor shall be responsible for the supply, safe storage, and handling of all materials set forth in this Specification. All materials supplied under this Specification shall be subject to inspection and testing by the Contract Administrator. There shall be no charge for any materials taken by the Contract Administrator for testing purposes.
- (b) The Contractor shall supply all materials incidental to these Works. All materials must be on hand prior to commencement of the Work.

E16.5.2 Topsoil

- (a) Topsoil shall be supplied in accordance with CW 3540, Clause 5.2.

E16.5.3 Seed

- (a) Seed shall be supplied in accordance with CW 3520, Section 5.3.2.

E16.5.4 Erosion Control Blanket

- (a) Erosion control blanket shall be machine produced 100% coconut fibre matrix with a functional longevity of up to 12 to 36 months.
- (b) The blanket shall be of consistent thickness with the coconut fibres evenly distributed over the entire area at a minimum of $0.27 \pm \text{kg}$ of coconut fibre/m².
- (c) Biodegradable reinforcement netting on both sides manufactured from heavy weight cotton or jute fibre thread. (1.47 kg/100 m of thread). The mesh dimension shall be a 16 x 16 mm sewn together on 38 mm centres.
- (d) Approved products are:
 - (i) Erosion Control Blanket C32BD;
 - (ii) North American Green C125BN

E16.5.5 Protective Fencing

- (a) Protective fencing shall be supplied in accordance with CW 3550.

E16.6 Construction Methods

E16.6.1 Grading and Supply and Placement of Topsoil and Seed

- (a) Grading of all disturbed areas in Work area, as shown on the Drawings, shall be done in accordance with CW 3170.
- (b) Grading of all disturbed areas where the grade is damaged by the Contractor outside of the Work area, as shown on the Drawings, and shall be considered incidental to the Work.
- (c) Remove and dispose of any excess excavated material from the Site.
- (d) The Work area shall be graded to match the surrounding grade and pre-existing topography within the Work area.
- (e) Any tension cracks or scarps shall be excavated to a depth of 0.5 m and recompacted with excavated soils as directed by the Contract Administrator.
- (f) Topsoil and seed shall be placed on all graded areas within the Work Area, as shown on the Drawings. Topsoil and seed shall be placed in accordance with CW 3520.
- (g) Topsoil and seed shall be placed in any areas where existing grass vegetation is damaged by the Contractor outside of the Work Area which shall be considered incidental to the Work.
- (h) The Contractor shall water the seeded areas as needed until the end of the warranty period or until vegetation growth has been established.
 - (i) The Contractor shall supply their own water for watering seeded areas. The Contractor shall not use water from the SRB for watering seeded areas.

E16.6.2 Supply and Installation of Erosion Control Blanket

- (a) Erosion control blanket shall be installed over exposed unvegetated areas of the Work area, as shown on the Drawings, following completion of placement of topsoil and seed.
- (b) ECB Installation
 - (i) The Contractor shall follow the manufacturer's recommended installation procedure.

- (ii) Secure ECB against soil surface using 150 mm long biodegradable landscape stakes. Erosion Control Products Biodegradable Landscape Stakes, or an approved equal in accordance with B7, are an acceptable product.

(c) ECB Maintenance

- (i) The areas covered with ECB shall be regularly inspected to check for blanket separation or breakage until the end of the warranty period or until vegetation growth has been established.
- (ii) Any damage or poorly performing areas shall be replaced/repaired immediately. Regrading of the slope by manual labour methods may be required in the event of rill or gully erosion.

E16.6.3 Supply and Installation of Protective Fencing

- (a) Protective fencing shall be placed around the entire perimeter of exposed unvegetated areas within the Work area and as determined by the Contract Administrator following supply and placement of ECB. Protective fencing shall be placed in accordance with CW 3550.
- (b) The protective fencing shall be regularly inspected to check for damage until the end of the warranty period or until vegetation growth has been established. Any damage to protective fencing shall be replaced/repaired immediately, and shall be considered incidental to the Work.

E16.6.4 Existing Facilities Restoration

- (a) Restore any damage to existing facilities to an equal or better condition than it was prior to construction, as approved by the Contract Administrator.

E16.7 Measurement and Payment

E16.7.1 Grading and Supply and Placement of Topsoil and Seed

- (a) Notwithstanding CW 3520, grading of the Work area including supply and placement of topsoil and seed will be measured on a square metre basis as computed from measurements made by the Contractor and confirmed by the Contract Administrator. This item of work will be paid for at the contract Unit Price for the "Grading and Supply and Placement of Topsoil and Seed", performed in accordance with this Specification and accepted by the Contract Administrator. The area to be paid for shall be the total area in plan view of ground graded and covered by topsoil and seed supplied and installed in the Work area as shown on the Drawings and accepted by the Contract Administrator.
- (b) No separate measurement or payment will be made for hauling or removing any excess material from site. This item of Work is incidental to the Unit Price for the "Grading and Supply and Placement of Topsoil and Seed".
- (c) No separate measurement or payment will be made for supply and placement of topsoil and seed in areas disturbed outside of the Work area as shown in the Drawings which is incidental to the Unit Price for the "Grading and Supply and Placement of Topsoil and Seed" in the Work area.

E16.7.2 Erosion Control Blanket

- (a) Supplying and installing ECB on the bank slope within the Work area, as shown on the Drawings, shall be paid for at the Contract Unit Price per square meter for "Supply and Installation of Erosion Control Blanket" as computed from measurements made by the Contractor and confirmed by the Contract Administrator. This item of work will be paid for at the contract Unit Price for the "Supply and Placement of Erosion Control Blanket", performed in accordance with this Specification and accepted by the Contract Administrator. The area to be paid for shall be the total area in plan view of ground covered by ECB in the Work area as shown on the Drawings and accepted by the Contract Administrator.

E16.7.3 Supply and Installation of Protective Fencing

- (a) No separate measurement or payment will be made for Supply and Installation of Protective Fencing. This item of Work shall be incidental to "Site Restoration".

E16.7.4 Existing Facilities Restoration

- (a) No separate measurement or payment will be made for Restoration of Existing Facilities. This item of Work shall be incidental to "Site Restoration".

APPENDIX 'A'

GEOTECHNICAL REPORT