



THE CITY OF WINNIPEG

TENDER

TENDER NO. 116-2025

NEWPCC LAND DRAINAGE SYSTEM

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 NEWPCC Land Drainage System

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 14, 2025.

B2.2 The Contract Administrator or the Manager of Purchasing 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 Contract Administrator or an authorized representative will be available at the Site at 9:00 a.m. on September 23, 2025 to provide Bidders access to the Parcel C of the Site. Access will be provided at the entrance road off Ferrier Street, approximately 300 m south of Murray Avenue. The Bidder may view the Site along Main Street, Foley Avenue, Highland Avenue and Gibbs Street without making an appointment.

B3.2 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.

B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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 they have 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 D6.

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 their 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 they wish 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 their 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 B19.
- 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 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B19.1(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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their 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 on Form B: Prices shall be inclusive of the Manitoba Retail Sales Tax (MRST also known as PST).

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 B19.4 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 their 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 their 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 their 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 their 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 their 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 their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their sole discretion.

B13. INELIGIBLE PERSONS

B13.1 Given this Tender is being used as a pilot to help establish the baseline social procurement requirements for RFP No. 779-2021B Progressive Design Build of NEWPCC Upgrade: Biosolids Facilities, Red River Biosolids Partners (an Aecon Water Infrastructure Inc. and Oscar Renda Contracting of Canada, Inc. and MWH Constructors Canada Ltd. Joint Venture) and any corporation within the Joint Venture, Red River Biosolids Partners (a general partnership consisting of Aecon Water Infrastructure Inc., Oscar Renda Contracting of Canada, Inc. and MWH Constructors Canada Ltd.), and any corporation within the general partnership, as well as Stantec Consulting Ltd. and Hatch Ltd., which corporations have representatives present during the contractual negotiations related to the Biosolids Project, have been deemed by the City to have a conflict of interest, and are not eligible to participate as a Bidder in respect of this Tender.

B14. QUALIFICATION

B14.1 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; and
- (d) submit a completed Social Procurement Plan.

B14.2 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, Purchasing Division website <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B14.3 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B14.5 and D8); and
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance;

- B14.4 Further to B14.3(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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.
- B14.5 Further to B14.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B14.6 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.
- B14.7 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.
- B14.8 Further to B14.1(d), the Bidder shall within five (5) Business Days of a request by the Contract Administrator, provide a completed Social Procurement Plan.

B15. BID SECURITY

- B15.1 The Bidder shall include in their 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 at: <https://www.winnipeg.ca/media/4929/>
- B15.2 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 B15.2(b).

- B15.3 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 B19.1(a).
- B15.4 Bonds passing the verification process will be treated as original and authentic.
- B15.4.1 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.
- B15.5 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.
- B15.6 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.

B16. OPENING OF BIDS AND RELEASE OF INFORMATION

- B16.1 Bids will not be opened publicly.
- B16.2 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.
- B16.3 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.
- B16.4 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).
- B16.4.1 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.

B17. IRREVOCABLE BID

- B17.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 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.

B18. WITHDRAWAL OF BIDS

- B18.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B19. EVALUATION OF BIDS

- B19.1 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 B14 (pass/fail);

- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

- B19.2 Further to B19.1(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.
- B19.3 Further to B19.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B19.4 Further to B19.1(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.
- B19.5 Further to B19.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.3.
- B19.6 Further to B19.1(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.
- B19.7 Bidders are advised that the calculation indicated in B19.4 will prevail over the Total Bid Price entered in MERX.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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 their 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.
- B20.3 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 B19.
- B20.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their 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, Purchasing 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 the construction of new stormwater conveyance infrastructure from Parcel B of the NEWPCC site to the John Black LDS near Main Street. This infrastructure includes an LDS trunk from Parcel B to Parcel C, a stormwater retention pond located on Parcel C, an LDS trunk from Parcel C connecting to the existing John Black LDS near Main Street, manholes and appurtenances in accordance with the applicable Specifications and Drawings. Additionally, removal of impacted soils within the proposed LDS alignment is included.

- D3.2 The major components of the Work are as follows:

- (a) Installation of approximately 153 m of twin 1350 mm land drainage sewers from Parcel B to Parcel C.
- (b) Installation of approximately 873 m of 900 mm land drainage sewer between the stormwater pond and Main Street near Foley Avenue.
- (c) Installation of approximately 79 m of 1800 mm land drainage sewer west of Main Street from Foley Avenue to John Black Avenue.
- (d) Trenchless construction of approximately 42 m of 900 mm land drainage sewer in a 1200 mm steel casing undercrossing the CPKC railway in the CPT ROW.
- (e) Connection of the new land drainage sewer to the existing capped 900 mm LDS from the John Black Outfall.
- (f) Excavation of stormwater detention pond (Dry Pond), fitted with inlet/outlet structures and anti-seepage collars.
- (g) Off site disposal of approximately 4050 tonnes of impacted soil stockpiles in the CPT ROW.
- (h) (Provisional Item) Trenchless construction of approximately 55 m of 1050 mm land drainage sewer undercrossing the CPKC railway from Parcel A to the 1350 mm LDS on Parcel B.

- D3.3 The funds available for this Contract are \$11.5M.

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

- D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) “**The Builders’ Liens Act**” or “**the BLA**” means *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto;
- (b) “**CPKC**” is the acronym for Canadian Pacific Kansas City;
- (c) “**CPKC Railway**” refers to the Canadian Pacific Kansas City Railway Winnipeg Beach rail line;
- (d) “**CPT**” is the acronym for Chief Peguis Trail;
- (e) “**CPT ROW**” refers to the land slated for extension of the Chief Peguis Trail;
- (f) “**Existing Unsuitable Material Stockpile**” refers to existing stockpiles of unsuitable site material located on the North side of Parcel C along Murray Avenue;
- (g) “**Existing Topsoil Stockpile**” refers to existing stockpiles of topsoil located on the North side of Parcel C along Murray Avenue;
- (h) “**Impacted Soil Stockpiles**” refers to existing impacted soil stockpiles located within the CPT ROW which are to be removed as part of this Contract;
- (i) “**NEWPCC**” is the acronym for North End Water Pollution Control Centre;
- (j) “**Parcel A**” refers to the land occupied by the current NEWPCC plant, bounded by Main Street to the east, the future extension of Chief Peguis Trail to the north, CPKC Railway Winnipeg Beach rail line to the west and the former CPKC Rail Bergen right of way to the south;
- (k) “**Parcel B**” refers to the land slated for expansion of the NEWPCC site, bounded by CPKC Railway Winnipeg Beach rail line to the east, the future extension of Chief Peguis Trail to the north, Ferrier Street to the west, and the former CP Bergen right of way to the south;
- (l) “**Parcel C**” refers to the land slated for expansion of the NEWPCC site, bounded by CPKC Railway Winnipeg Beach rail line to the east, Murray Avenue to the north, Ferrier Street to the west, and the future extension of Chief Peguis Trail to the south;
- (m) “**Payment Certification**” means the Contract Administrator’s statement of the sums certified to be paid by the City to the Contractor with reference to its interim and final progress estimates and/or the Contractor’s Proper Invoice;
- (n) “**Proper Invoice**” means the definition within *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto, and also includes the criteria to be included in an invoice, as set out in the Measurement and Payment provisions of the Contract;
- (o) “**ROW**” is the acronym for Right-of-Way;

- (p) **"RRBP"** is the acronym for Red River Biosolids Partners (an Aecon Water Infrastructure Inc. and Oscar Renda Contracting of Canada, Inc. and MWH Constructors Canada Ltd. Joint Venture);
- (q) **"Suitable Material Stockpiles"** refers to existing suitable material stockpiles of uncontaminated backfill located within the CPT ROW;
- (r) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is AECOM Canada ULC, represented by:
- D6.2 Nicholas Drabchuk, E.I.T.
Municipal Engineer in Training
Telephone No. (204) 928-8436
Email Address nicholas.drabchuk@aecom.com
- D6.3 At the pre-construction meeting, Nicholas Drabchuk will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. CONTRACTOR'S SUPERVISOR

- D7.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
 - D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
 - D8.1.2 The accessible customer service obligations include, but are not limited to:
 - (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D9. SUPPLIER CODE OF CONDUCT

- D9.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D9.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D9.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D10. UNFAIR LABOUR PRACTICES

- D10.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D10.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D10.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.)
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C18.
- D10.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D10.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D10.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D10.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D10.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D11. FURNISHING OF DOCUMENTS

- D11.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D12. SOCIAL PROCUREMENT

D12.1 Social Procurement Plan

- D12.1.1 The City of Winnipeg Council has directed that social procurement requirements are to be considered and evaluated on this project. This includes specific commitments to engage skilled labour including targets for employment of Indigenous peoples and other under-represented groups within the Manitoba market.
- D12.1.2 As a requirement for this project, the Contractor shall commit to a target percentage, greater than zero, to engage with skilled labour of Indigenous peoples and other under-represented groups within the Manitoba market.
- D12.1.3 The Contractor shall provide the Contract Administrator with a Social Procurement Plan in Appendix K within five (5) Business Days of a request by the Contract Administrator as per B14.8.

D12.2 Social Procurement Reporting

- D12.2.1 As a requirement for this project, the Contractor shall commit to reporting on Skilled, Semi-Skilled, and General Labour of Indigenous Peoples and other Under-Represented Groups within the Manitoba Market.
- D12.2.2 The Contractor shall keep detailed records of the total number of full-time and part-time employees that identify as Indigenous peoples and other under-represented groups within the Manitoba market using the Employee Voluntary Self Identification Survey in Appendix J. The Contractor shall report the total number of employee hours that are delivered by Indigenous peoples and other under-represented groups within the Manitoba market using the Skilled Labour Employee Hours Report in Appendix I.
- D12.2.3 The Contractor shall provide the Contract Administrator the Skilled Labour Employee Hours Report midway through the Contract period and upon completion of the Contract period.
- D12.2.4 This commitment is inclusive of subcontractor employment hours and the Contractor shall report on their subcontractor's employment hours.
- D12.2.5 The information received from the Skilled Labour Employee Reports may be shared publicly by the City.

- D12.3 See Definitions in Appendix H.

D13. AUTHORITY TO CARRY ON BUSINESS

- D13.1 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.

D14. SAFE WORK PLAN

- D14.1 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.
- D14.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D14.3 Notwithstanding B14.4 at any time during the term of the Contract, the City may, at their 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.

D15. INSURANCE

- D15.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) Commercial general liability insurance in the amount of at least ten million dollars (\$10,000,000.00) inclusive, such policy to provide coverage for bodily injury, personal injury, property damage and products and completed operations endorsement. Commercial general liability insurance also to include cross-liability clause, contractual liability, vehicle liability, non-owned automobile liability, and sudden and accidental pollution liability. Commercial general liability insurance to include the following additional insureds, Manitoba and its ministers, officers, employees and agents, Canadian Pacific Kansas City Railway Company and The City of Winnipeg.
 - (b) 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Contractors Pollution Liability (CPL) insurance in the amount of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate covering third party injury and property damage claims including clean-up costs and transported cargo as a result of pollution conditions arising from the Contractor's operations and completed operations. Such policy shall name the City as an additional insured and remain in place for a minimum of twelve (12) months following Total Performance.
 - (d) An all risks installation floater carrying adequate limits to cover the cost of any materials and supplies forming part of the final installation.
 - (e) Property insurance for all mobile offices, portable toilets, machinery and equipment used by the Contractor directly or indirectly in the performance of the Work on the Project that may be owned, rented, leased or borrowed.
- D15.2 Deductibles shall be borne by the Contractor.
- D15.3 All Subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in Section D15.1(a) and D15.1(b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and Workers Compensation coverage throughout the performance of the Work. The Contractor shall provide the Contract Administrator with evidence of the same prior to the commencement of any Work by the Subcontractor.
- D15.4 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D15.5 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.

- D15.6 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.

D16. CONTRACT SECURITY

- D16.1 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 amount of fifty percent (50%) of the Contract Price; and
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.

- D16.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety's Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - (i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4836/>

- D16.1.2 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 D16.1(b).

- D16.1.3 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 their discretion, exercised reasonably, allows.

D16.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D16.2 The Contractor shall provide the Contract Administrator identified in D6 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.

D16.3 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 D16.1(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.

D17. SUBCONTRACTOR LIST

D17.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D18. EQUIPMENT LIST

D18.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D19. DETAILED WORK SCHEDULE

D19.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.

D19.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule;

all acceptable to the Contract Administrator.

D19.3 Further to D19.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

- (a) Commencement Date;
- (b) Mobilization;
- (c) Land Drainage Sewers and appurtenances:
 - (i) From Parcel B to the stormwater pond;
 - (ii) From the stormwater pond to the 900 mm CPKC Rail Crossing;
 - (iii) From the 900 mm CPKC Rail Crossing to Main Street;
 - (iv) Along Main Street to the 900 mm LDS connection;
- (d) The 900 mm CPKC Rail Crossing;
- (e) Construction of the stormwater pond and appurtenances;
- (f) Connection of new 900 mm LDS to existing 900 mm LDS located near Main Street;
- (g) Clearing, Grubbing and impacted soil removal on CPT ROW (West of Gibbs Street);

- (h) Upon award of Provisional Item “1050 mm CPKC Rail Crossing”, the 1050 mm CPKC Rail Crossing;
- (i) Substantial Performance;
- (j) Total Performance.

D19.4 Further to D19.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D19.5 Further to D33 and C12, the Contractor shall provide an updated schedule on a monthly basis. Submission and acceptance of an updated schedule is required for Progress Payments.

D20. REQUIREMENT FOR SITE ACCESSIBILITY PLAN

D20.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan for the scope of Work along Main Street 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.

D20.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
- (b) How the Contractor will maintain access to bus stops within the site.
- (c) How the Contractor will maintain access to pedestrian corridors and half signals.
- (d) How the Contractor will maintain cycling facilities.
- (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
- (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.

D20.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

D20.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:

- (a) Signage;
- (b) Temporary Ramping;
- (c) Transit Stops; and
- (d) Detour Signage.

D20.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.

D20.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.

D20.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

- D20.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence - A field instruction to immediately correct the site will be issued by the Contract Administrator.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D21. COMMENCEMENT

- D21.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D21.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) the Social Procurement Plan specified in D12;
 - (ii) evidence of authority to carry on business specified in D13;
 - (iii) evidence of the workers compensation coverage specified in C6.15;
 - (iv) the Safe Work Plan specified in D14;
 - (v) evidence of the insurance specified in D15;
 - (vi) the contract security specified in D16;
 - (vii) the Subcontractor list specified in D17;
 - (viii) the equipment list specified in D18;
 - (ix) the detailed work schedule specified in D19;
 - (x) the Requirement for Site Accessibility Plan in D20;
 - (xi) the direct deposit application form specified in D34;
 - (xii) the Site Development Plan in E5.5;
 - (xiii) the Environmental Protection Plan in E10.1.3;
 - (xiv) the Contractor's daily rates for delay claims in the event that a heritage resource is discovered resulting in a stop work order specified in E13.3; and
 - (xv) the Contractor's rates for equipment required in support of obstruction removal in the event that a trenchless obstruction is encountered as specified in E22.2;
 - (xvi) the Contractor's regular and overtime labour hourly rates as per C7.4.4, complete with justification (or breakdown) in accordance with C7.4.5.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D21.3 The Contractor shall not commence the Work on the Site before December 1, 2025.
- D21.4 The City intends to award this Contract by November 21, 2025.
- D21.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D22. WORK BY OTHERS

- D22.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.
- D22.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) Tender 447-2024: NEWPCC Piping Installation, Soil Remediation, and Site Compound Development.
 - (b) RFP 659-2018 B: Design Build of North End Sewage Treatment Plant (NEWPCC) Upgrade: Headworks Facilities.
 - (c) Tender 721-2024: NEWPCC Primary Clarification Upgrade Project.
 - (d) Tender 385-2023: NEWPCC DCS Migration - General Construction Package.
 - (e) Tender 36-2024: North End Sewage Treatment Plant (NEWPCC) Digester Tank 9-14 Spiral Heat Exchanger Replacements UV Upgrade.
 - (f) Tender 197-2022 - NEWPCC Interim Phosphorus Removal.
 - (g) RFP 779-2021B - Progressive DB North End Sewage Treatment Plant Upgrade: Biosolids Facilities.
 - (h) Potential Future CPKC Temporary Construction Surface Crossing.
- D22.3 Further to D22.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D22.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work. The Contractor shall be aware that RRBP may be commencing an Early Works package as early as December 2025 ahead of the main Biosolids Facilities Design Build Project (RFP 779-2021B) in September 2026.

D23. WORKING DAYS

- D23.1 Further to C1.1(tt), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D23.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D23.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D23.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D24. CRITICAL STAGES

- D24.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Critical Stage 1 includes the completion of all of the following work and shall occur no later than August 1, 2026:
- (i) LDS and dry pond related work on Parcel B and Parcel C;
 - (ii) 900mm CPKC Rail Crossing;
 - (iii) Further to E5, upon award, provisional item 1050 mm CPKC Rail Crossing; and
 - (iv) All placement of excess suitable Dry Pond Excavation material and placement of unsuitable site material on Parcel C.

D25. SUBSTANTIAL PERFORMANCE

- D25.1 The Contractor shall achieve Substantial Performance by December 15, 2026.
- D25.2 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.
- D25.3 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.

D26. TOTAL PERFORMANCE

- D26.1 The Contractor shall achieve Total Performance by June 30, 2027.
- D26.2 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.
- D26.3 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.

D27. LIQUIDATED DAMAGES

- D27.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stage 1 – six thousand five hundred dollars (\$6,500);
 - (b) Substantial Performance - two thousand five hundred dollars (\$2,500);
 - (c) Total Performance - one thousand five hundred dollars (\$1,500);
- D27.2 The amounts specified for liquidated damages in D27.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Critical Stage 1, Substantial Performance or Total Performance by the days fixed herein for same.
- D27.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D28. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D28.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with

due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

- D28.2 If the Contractor is delayed in the performance of the Work by reason of Supply Chain Disruption, 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.
- D28.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D28.4 For any delay related to supply chain disruption 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 D28.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D28.5 The Work schedule, including the durations identified in D24 to D26 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.
- D28.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, 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 Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D28.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D29. SCHEDULED MAINTENANCE

- D29.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Land scape maintenance as specified in CW 3510 and 3520.
- D29.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D30. JOB MEETINGS

- D30.1 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.
- D30.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D31. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D31.1 Further to C6.26, the Contractor shall be the Prime Contractor within the Limits of Construction Site as outlined on Drawing C002 - LAYDOWN AREA AND CONSTRUCTION SITE and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D32. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D32.1 Further to B14.4, 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B14.4.

INVOICES & MEASUREMENT AND PAYMENT

D33. MEASUREMENT AND PAYMENT

D33.1 Progress Payments will be subject to the submission and approval of an updated project schedule on a monthly basis.

D33.2 C12.2 is deleted and replaced with the following:

C12.2 The amounts to be paid by the City to the Contractor shall be as set out in the Payment Certification. In the event the Payment Certification does not align with the Contractor's Proper Invoice and payment by the City to the Contractor is not made, or not going to be made, for the invoiced amount within 28 Calendar Days of receipt of the Proper Invoice, the City will issue a notice of non-payment to the Contractor in accordance with the BLA.

C12.2.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.

C12.2.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices, if applicable, but in any event the lump sum price broken down into the percentage completed for each portion of the Work, commonly referred to as detailed prices.

D33.3 C12.7 to C12.15 are deleted and replaced with the following:

C12.7 By the seventh (7) Calendar Day after the end of each month, the Contract Administrator shall issue to the Contractor a progress estimate indicating its opinion of the quantity and value of Work performed during the previous month. The Contractor may use the progress estimate to form part of its Proper Invoice as support of the type and quantity of Work performed. In the event the Contractor chooses to produce its own documentation of the type and quantity of Work performed to form part of its Proper Invoice, the content shall be in accordance with C12.2 and the format of such documentation should follow that of a typical progress estimate, including all evidence and records of measurement that the Contract Administrator would require to certify payment. In either event the Contractor shall include such supporting documentation as part of its invoice.

C12.8 If the Contractor agrees with the progress estimate provided by the Contract Administrator it should indicate that on its Proper Invoice. If the Contractor does not agree with the progress estimate provided by the Contract Administrator it should

attempt to reconcile the discrepancy, which could result in a revised progress estimate to be provided by the Contract Administrator or a revised invoice by the Contractor, so that the progress estimate and the Proper Invoice align. In the event that the discrepancy is not reconciled then the Contractor should detail the items within the progress estimate that it disagrees with in order that the value on the Proper Invoice aligns with and is supported by the progress estimate with noted discrepancies.

- C12.9 Any payment made by the City to the Contractor on account of a Proper Invoice shall be less any holdback required to be made by The Builders' Liens Act, and such holdbacks or other amounts which the City is entitled to withhold pursuant to the Contract.
- C12.10 If in the Contractor's opinion the Work performed during the previous month is minimal or does not warrant an invoice, the Contractor is permitted to not submit an invoice on the condition that the Contractor advises the Contractor Administrator in writing.
- C12.11 Unless agreed to by the Contract Administrator, in writing, on an exception basis, the Contractor shall not submit invoices more frequently than monthly.
- C12.12 Any reference to payment submittals or payment processes in the NMS Sections of the Contract are deleted and replaced with the payment submittals and payment processes within Section C12 of the General Conditions, as amended by the Supplemental Conditions.

FINAL PAYMENT

- C12.13 The Contractor shall indicate on its invoice if it is the final invoice for Work performed under the Contract. Payment Certification, in response to receipt of the final Proper Invoice by the Contractor, shall be subject to the following conditions:
- (a) issuance by the Contract Administrator of a certificate of Total Performance;
 - (b) receipt by the City of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing.
- C12.14 Payment on account of the holdback made by the City pursuant to The Builders' Liens Act, shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the City is in receipt of a lien or trust claim.
- C12.15 Neither the issuance of a certificate of Total Performance nor the payment of the final Proper Invoice shall relieve the Contractor from their responsibilities either under C13 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.
- C12.16 Subject to C12.17, acceptance by the Contractor of payment on account of the final Proper Invoice shall constitute a waiver and release by them of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.
- C12.17 If the Contractor disputes a Payment Certification related to a notice of non-payment by the City to the Contractor in accordance with the BLA, the Contractor may appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C21. If prior to the appeal being concluded, the Contractor gives a notice of adjudication to the City pursuant to the BLA, the appeal process will be discontinued.

INVOICES

- D33.4 Further to C12, the Contractor:

- (a) shall submit invoices for Work performed during the previous calendar month in accordance with the instruction on the City's website at:
<https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Contract Administrator on submission of its invoice.

D34. PAYMENT

- D34.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.
- D34.2 Further to E39, no payment will be made for Cash Allowances other than as set out in E39.4.

WARRANTY

D35. WARRANTY

- D35.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D36. DISPUTE RESOLUTION

- D36.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D36.
- D36.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D36.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D36.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

- D36.5 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D36.6 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D36.7 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D36.8 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D36.7, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D37. INDEMNITY

- D37.1 Indemnity shall be as stated in C17.
- D37.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D37.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D38. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D38.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D38.2 For the purposes of D38:

- (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.

D38.3 Indemnification By Contractor

D38.3.1 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.

D38.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D38.4 Records Retention and Audits

D38.4.1 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.

D38.4.2 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 D38.4.1 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.

D38.5 Other Obligations

D38.5.1 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.

D38.5.2 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.

- D38.5.3 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.
- D38.5.4 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.
- D38.5.5 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.
- D38.5.6 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.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D39. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

- D39.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- D39.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted.

FORM K: EQUIPMENT
(See D18)

NEWPCC LAND DRAINAGE SYSTEM

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

FORM K: EQUIPMENT
(See D18)

NEWPCC LAND DRAINAGE SYSTEM

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
G001	COVER PAGE
C001	DRAWING INDEX & SHEET LOCATION PLAN
C002	LAYDOWN AREA & CONSTRUCTION SITE PLAN
C101	POND INLET
C102	POND OUTLET
C103	CPR CROSSING & FOLEY AVE – STA. 0+030 to 0+150
C104	FOLEY AVE – STA. 0+150 to 0+300
C105	FOLEY AVE – STA. 0+300 to 0+450
C106	FOLEY AVE – STA. 0+450 to 0+600
C107	FOLEY AVE – STA. 0+600 to 0+750
C108	FOLEY AVE – STA. 0+750 to 0+900
C109	MAIN STREET
C110	LDS - CPKC CROSSING - WINNIPEG BEACH SUBDIVISION – MILE 3.84
C111	LDS - CPKC CROSSING - WINNIPEG BEACH SUBDIVISION – MILE 3.78
C201	POND CROSS SECTIONS
C202	POND DETAILS
C501	POND STANDARD DETAILS
C502	PRE-CAST CONCRETE BOX STANDARD DETAILS

<u>Appendix No.</u>	<u>Title</u>
A	LDS Alignment – Geotechnical Data Report and Test Holes
B	900 CPKC Rail Crossing – Geotechnical Data Report and Test Holes
C	1050 CPKC Rail Crossing – Geotechnical Data Report and Test Holes
D	NEWPCC Parcel B & C Phase II and Phase III ESA
E	Chief Peguis Trail ROW Stockpiles ESA and Remediation Plan
F	NEWPCC Archaeological Find Procedure
G	Manitoba Hydro Specification CD 30-55
H	Social Procurement Definitions
I	Skilled Labour Employee Hours Report
J	Employee Voluntary Self Identification Survey
K	Social Procurement Plan
L	CPKC 2025 Flagging Application Form

M CPKC Minimum Safety Requirements for Contractors - Canada

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, a Geotechnical Data Report (GDR) was completed for the LDS system in August 2025 during the design process. The GDR summarizes the testing and geotechnical conditions observed at the project site in 2024 and 2025 along the proposed LDS alignment and stormwater pond. This report includes geotechnical data collected at the project site and summary of anticipated subsurface conditions along the alignment. A copy of the GDR is included in Appendix A. Test Hole logs and material test results compiled during the design process are also provided within the GDR in Appendix A. The Test Hole logs and material test results are provided to supplement the Contractors evaluation of the Site conditions within the Work area. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally. Note that this GDR does not include information pertaining to the "900 CPKC Rail Crossing " or Provisional Item "1050 CPKC Rail Crossing".
- E2.2 Further to C3.1, soils investigations and a Geotechnical Data Report (GDR) were undertaken for the "900 CPKC Railway crossing". Geotechnical Data is found in Appendix B, which notes conditions and design assumptions of the 900 CPKC Railway crossing as well as track and subsurface monitoring requirements. The GDR within Appendix B summarizes the testing and geotechnical conditions observed at the crossing site in 2023. Test Hole logs and material test results compiled during the design process are also provided within the GDR in Appendix B. The Test Hole logs and material test results are provided to supplement the Contractors evaluation of the Site conditions at the crossing site. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally.
- E2.3 Further to C3.1, soils investigations and a Geotechnical Data Report (GDR) were undertaken for the Provisional Item "1050 CPKC Railway crossing" Geotechnical Data is found in Appendix C, which notes conditions and design assumptions of the Provisional Item 1050 CPKC Railway crossing as well as track and subsurface monitoring requirements. The GDR in Appendix C summarizes the testing and geotechnical conditions observed at the crossing site in 2024 and 2025. Test Hole logs and material test results compiled during the design process are also provided within the GDR in Appendix C. The Test Hole logs and material test results are provided to supplement the Contractors evaluation of the Site conditions at the crossing site. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally.
- E2.4 Further to C3.1, a Phase 2 & 3 Environmental Site Assessment (ESA) on Parcel B, Phase 2 ESA on Parcel C was completed in 2023 and 2024. A copy of the completed ESA's is included in Appendix D.
- E2.5 Further to C3.1, a Environmental Site Assessment (ESA) on the Stockpiles within the CPT ROW as shown on the Drawings was completed in 2025. A copy of the completed ESA is included in Appendix E.

GENERAL REQUIREMENTS

E3. OFFICE FACILITIES

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
- (a) the field office shall be for the exclusive use of the Contract Administrator;
 - (b) the building shall be conveniently located near the Site of the Work at a location approved by the Contract Administrator;

- (c) the building shall have a minimum floor area of 25 m², a height of 2.4 m with two (2) windows for cross ventilation and a door entrance with a suitable lock;
- (d) the building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between 17 and 25 degrees Celsius;
- (e) the building shall be adequately lighted with fluorescent fixtures and have a minimum of three (3) wall outlets;
- (f) the building shall be furnished with one desk, one drafting table, one meeting table, one filing cabinet, and a minimum of 12 chairs;
- (g) a portable toilet shall be located near the field office building. The toilet shall have a locking door;
- (h) the field office building and the portable toilet shall be cleaned on a weekly basis the day prior to each Site meeting. The Contract Administrator may request additional cleaning when he/she deems it necessary;
- (i) the building shall include a fire extinguisher and first aid kit.

E3.2 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance.

E3.3 Measurement and Payment

- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E4. HAZARDOUS MATERIALS

E4.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

E5. PROVISIONAL ITEMS

E5.1 The Provisional Items listed in Form B:Prices are a part of the Contract.

E5.2 Refer to E28.2(b) for the anticipated schedule for Provisional Item "CPKC 1050 Railway Crossing Installation".

E5.3 The Contractor shall not perform Work included in the Provisional Items without prior authorization from the Contract Administrator. All Work included in the Provisional Items will be carried out within the construction areas shown on the Drawings.

E5.4 Notwithstanding C.7, the City reserves the right to diminish all or any portion of the items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

E5.5 If the total price for all Provisional Items is above 20% of the contract value, the City can cancel some or all Provisional Items and the Contractor cannot claim damages for loss of anticipated profit.

E6. SITE DEVELOPMENT PLAN

E6.1 The Contractor shall provide the Contract Administrator with a Site Development Plan at least ten (10) Business Days prior to the commencement of any Work on the Site.

- (a) The Site Development Plan shall at a minimum include:
 - (i) Work areas showing location of all required elements to complete the Work including fencing, gates, drainage and tree protection;

- (ii) Material staging and laydown areas, including fencing and gates;
- (iii) Staging areas for other Work elements;
- (iv) Material Storage;
- (v) Locations of shafts and excavations;
- (vi) Office facility locations for Contract Administrator and Contractor; and
- (vii) Temporary vehicle access/egress locations.

E6.2 Measurement and Payment

- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E7. SHOP DRAWINGS

E7.1 Description

- (a) This Specification shall revise, amend, and supplement the requirements of CW 1110 of the City of Winnipeg's Standard Construction Specifications.
- (b) Submit all Shop Drawings in accordance with CW 1110 except as modified herein.
- (c) The Contractor shall submit specified Shop Drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all submissions.

E7.2 Schedule of Submittals

- (a) The Contractor shall provide a Schedule of Submittals and update it on a Monthly basis.
- (b) The Schedule of Submittals is required to show, at a minimum, the following:
 - (i) A table listing all anticipated submittals required to complete the Work.
 - (ii) Identify each submittal by its submittal number in accordance with a numbering and tracking system.
 - (iii) Identify each submittal by its name or title.
 - (iv) Identify the estimated date of submission to the Contract Administrator.
 - (v) State the revision number and status for each submittal.

E7.3 Contractors Responsibility

- (a) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
- (b) Verify:
 - (i) Field Measurements;
 - (ii) Field Construction Criteria; and
 - (iii) Catalogue numbers and similar data.
- (c) Coordinate each submission with requirements of Work and Contract Documents. Individual shop drawings will not be reviewed until all related drawings are available.
- (d) Submit Shop Drawings well in advance of scheduled delivery date for associated equipment or material and in an orderly sequence so as to cause no delay in the Work.
- (e) The review time required will not alleviate the Contractor of his responsibility to deliver the completed Work within the required time frame and schedule. Planning for submittal reviews and the risk to the construction schedule remains the Contractor's sole responsibility.
- (f) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract Documents. Deviations are to be included on the Cover Page of the Submittal.

- (g) Responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator's review of submission unless Contract Administrator gives written acceptance of specified deviations.
- (h) Responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.
- (i) The Contractor shall make any corrections required by the Contract Administrator and shall resubmit the required number of corrected copies of Shop Drawings. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Contract Administrator on previous submission.
- (j) After Contract Administrator's review and return of copies, distribute copies to Subcontractors as appropriate.
- (k) Maintain one (1) complete set of reviewed shop drawings, filed by Specification Section Number, at the Site of the Work for use and reference of the Contract Administrator and Subcontractors.

E7.4 Shop Drawings

- (a) Original drawings are to be prepared by Contractor, Subcontractor, Supplier, Distributor, or Manufacturer, which illustrate appropriate portion of Work; showing fabrication, layout, setting or erection details as specified in appropriate sections.
- (b) Shop drawings for the following structural components shall bear the seal of a Registered Professional Engineer in the Province of Manitoba.
 - (i) Excavation and shoring, inclusive of dewatering methods, for all trenchless shafts, inclusive of the CPKC Rail crossings, and potential trench installation sections.
 - (ii) Reinforcing steel.
 - (iii) Pre-cast concrete structures.
 - (iv) Jacking equipment and pipe axial design calculations for the CPKC Rail crossings.
 - (v) Cast-in-place concrete structures.
- (c) Additional submittal requirements for each component of Work may be listed within the relevant specification section.

E7.5 Submission Requirements:

- (a) Schedule submissions at least ten (10) Calendar Days before dates reviewed submissions will be needed and allow for a ten (10) Calendar Day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.
- (b) Submit one (1) digital copy (PDF) of shop drawings.
- (c) Accompany submissions with transmittal letter, containing:
 - (i) Date.
 - (ii) Project title and Bid Opportunity number.
 - (iii) Contractor's name and address.
 - (iv) Number of each shop drawing, product data and sample submitted.
 - (v) Specification Section, Title, Number and Clause.
 - (vi) Drawing Number and Detail/Section Number.
 - (vii) Statement of deviation to Contract (if applicable).
 - (viii) Other pertinent data.
- (d) Submissions shall include:
 - (i) Date and revision dates.
 - (ii) Project title and Bid Opportunity number.
 - (iii) Name of:
 - ◆ Contractor.

- ◆ Subcontractor.
- ◆ Supplier.
- ◆ Manufacturer.
- ◆ Separate detailer when pertinent.
- (iv) Identification of product of material.
- (v) Relation to adjacent structure or materials.
- (vi) Field dimensions, clearly identified as such.
- (vii) Specification section name, number and clause number or drawing number and detail/section number.
- (viii) Applicable standards, such as CSA or CGSB numbers.
- (ix) Contractor's stamp, initialed or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents.

E7.6 Incomplete Submittals:

- (a) Shop Drawings not meeting the requirements of CW 1100 or the requirements specified herein will be returned to the Contractor without review for resubmission.
- (b) Incomplete Shop Drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.
- (c) When any of the following are missing, the submittal will be deemed incomplete:
 - (i) Contractor's review stamp, completed and signed.
 - (ii) Transmittal of Contractor's Submittal form, completed and signed.
 - (iii) Insufficient number of copies.
 - (iv) All requested information is not provided.
 - (v) Submittals missing Professional Engineer's seal and signature, where it is required.

E7.7 Resubmittals:

- (a) Clearly identify each correction or change made and include revision date.
- (b) No adjustment of the schedule outlined in D19 or Contract Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmittals.
- (c) Adjustments made on Shop Drawings by the Contract Administrator are not intended to change the Contract Price. If adjustments affect the value of the Work state such in writing to the Contract Administrator prior to proceeding with the Work.
- (d) Only two (2) reviews of Shop Drawings will be made by the Contract Administrator at no cost. Each additional review will be charged to the Contractor at the Contract Administrator's scheduled rates. The Contract Administrator's charges for the additional Work will be deducted from the payment to the Contractor.
- (e) Resubmittals will be subject to the same review time as E7.5.

E7.8 Measurement and Payment

- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E8. REQUESTS FOR INFORMATION

E8.1 In the event that the Contractor or any Subcontractor involved in the Work, determines that some portion of the Drawings, Specifications, or other Contract documents requires clarification or interpretation by the Contract Administrator, the Contractor shall submit a Request for Information (RFI) Form in writing to the Contract Administrator.

E8.2 Submission Procedure:

- (a) Submit RFI's to the Contract Administrator on the "Request for Information" in accordance with the link to the City's RFI form provided below. The Contract Administrator shall not respond to a RFI except as submitted on this form.
- (b) [https://www.winnipeg.ca/infrastructure/templates/ExecutionControl/Request for Information \(RFI\) v2.0.docx](https://www.winnipeg.ca/infrastructure/templates/ExecutionControl/Request_for_Information_(RFI)_v2.0.docx)
- (c) Number RFI's consecutively in one sequence in order submitted, in a numbering system established by the Contract Administrator.
- (d) Submit one (1) distinct subject per RFI request. Do not combine unrelated items on one (1) form.
- (e) Where RFI form does not have sufficient space, attach additional sheets as required.
- (f) Submit with RFI form all necessary supporting documentation.

E8.3 In the RFI, the Contractor shall clearly and concisely set forth:

- (a) The issue for which clarification or interpretation is sought and why a response is needed from the Contract Administrator; and
- (b) An interpretation or understanding of the requirement along with reasons why such an understanding was reached.

E8.4 The Contract Administrator will review all RFIs to determine whether they are valid RFIs. If it is determined that the document is not a valid RFI, it will be returned to the Contractor not having been reviewed with an explanation why it was deemed not valid.

E8.5 An RFI response shall be issued within ten (10) Working Days of receipt of the request from the Contractor unless the Contract Administrator determines that a longer time is necessary to provide an adequate response. When the RFI submission is received by the Contract Administrator before noon, the review period commences on that Working Day. When the RFI submission is received by the Contract Administrator after noon, the review period commences on the subsequent Working Day.

E8.6 If, at any time, the Contractor submits a large number of RFI's or the Contract Administrator considers the RFI to be of such complexity that the Contract Administrator cannot process the RFI's within ten (10) Working Days, the Contract Administrator shall confer with the Contractor within five (5) Working Days of receipt of such RFI's and the Contract Administrator and the Contractor will jointly prepare an estimate of the time necessary for processing same as well as an order of priority among the RFI's submitted. The Contractor shall accommodate such necessary time at no impact to the schedule and at no additional cost to the Contract.

E8.7 If the Contractor submits a RFI on an activity with ten (10) Working Days or less of available time to the impacted activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Contractor Administrator to respond to the request provided that the Contract Administrator responds within the ten (10) Working Days set forth above.

E8.8 An RFI response from the Contract Administrator will not change any requirement of the Contract. In the event the Contractor believes that the RFI response from the Contract Administrator will cause a change to the requirements of the Contract, the Contractor shall within ten (10) Working Days give written notice to the Contract Administrator stating that the Contractor believes the RFI response will result in the Contract and the Contractor intends to submit a change request. Failure to give such written notice of fourteen (10) Working Days shall waive the Contractor's right to seek additional time or cost under the requirements of the Contract.

E8.9 Measurement and Payment

- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E9. ENVIRONMENTAL PROTECTION

- E9.1 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the environmental protection measures as herein specified.
- E9.2 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work:
- E9.2.1 Federal
- (a) Canadian Environmental Protection Act (CEPA) c.16;
 - (b) Canadian Environmental Assessment Act (CEAA) c.37;
 - (c) Transportation of Dangerous Goods Act and Regulations c.34; and
 - (d) Migratory Birds Convention Act, 1994.
- E9.2.2 Provincial
- (a) The Dangerous Goods Handling and Transportation Act D12;
 - (b) The Endangered Species Act E111;
 - (c) The Environment Act c.E125;
 - (d) The Fire Prevention Act F80;
 - (e) The Manitoba Heritage Resources Act H39.1;
 - (f) The Manitoba Noxious Weeds Act N110;
 - (g) The Manitoba Nuisance Act N120;
 - (h) The Public Health Act c.P210;
 - (i) The Workplace Safety and Health Act W120; and
 - (j) And current applicable associated regulations.
- E9.2.3 Municipal
- (a) The City of Winnipeg By-law no. 1/2008;
 - (b) The City of Winnipeg Waterway By-Law no. 5888/92; and
 - (c) Other applicable Acts, Regulations and By-laws.
- E9.3 The Contractor is advised that the following environmental protection measures apply to the Work.
- E9.3.1 Materials Handling and Storage
- (a) Construction materials and debris shall be prevented from entering drainage pipes or channels.
 - (b) Construction materials and debris shall also be prevented from accumulating on local roadways and sidewalks when tracked out of the Site by trucks hauling excavated materials.
 - (c) The Contractor shall provide on-Site measures to mitigate the tracking of sediment off-Site and therefore reduce the amount of street cleaning required. These measures may take the form of a truck wheel wash (automated or manually operated) or other measures as approved by the Contract Administrator.
- E9.3.2 Fuel Handling and Storage
- (a) The Contractor shall obtain all necessary permits from Manitoba Conservation for the handling and storage of fuel products and shall provide copies to the Contract Administrator.
 - (b) All fuel handling and storage facilities shall comply with The Dangerous Goods and Transportation Act Storage and Handling of Petroleum Products Regulation and any local land use permits.

- (c) Fuels, lubricants, and other potentially hazardous materials as defined in The Dangerous Goods and Transportation Act shall be stored and handled within the approved storage areas.
- (d) The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.
- (e) Products transferred from the fuel storage area(s) to specific Work Sites shall not exceed the daily usage requirement.
- (f) When servicing requires the drainage or pumping of fuels, lubricating oils or other fluids from equipment, a groundsheet of suitable material (such as HDPE) and size shall be spread on the ground to catch the fluid in the event of a leak or spill.
- (g) Refuelling of mobile equipment and vehicles shall take place at least 100 m from a watercourse.
- (h) The area around storage Sites and fuel lines shall be distinctly marked and kept clear of snow and debris to allow for routine inspection and leak detection.
- (i) A sufficient supply of materials, such as absorbent material and plastic oil booms to clean up minor spills shall be stores nearby on-site. The Contractor shall ensure that additional material can be made available on short notice.

E9.3.3 Waste Handling and Disposal

- (a) The construction area shall be kept clean and orderly at all times during and at completion of construction.
- (b) At no time during construction shall personal or construction waste be permitted to accumulate for more than one day at any location on the construction site, other than at a dedicated storage area as may be approved by the Contract Administrator.
- (c) All resulting debris shall be deposited at a Waste Disposal Ground operating under the authority of Manitoba Regulation #150/91. Exceptions are liquid industrial and hazardous wastes which may require special disposal methods.
- (d) Indiscriminate dumping, littering, or abandonment shall not take place.
- (e) No on-site burning of waste is permitted.
- (f) Waste storage areas shall not be located so as to block natural drainage.
- (g) Run-off from a waste storage area shall not be allowed to cause siltation of a watercourse.
- (h) 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.
- (i) Equipment shall not be cleaned near watercourses; contaminated water from onshore cleaning operations shall not be permitted to enter watercourses.

E9.3.4 Dangerous Goods/Hazardous Waste Handling and Disposal

- (a) Dangerous goods/hazardous waste are identified by, and shall be handled according to, The Dangerous Goods Handling and Transportation Act and Regulations.
- (b) The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.
- (c) The Contractor shall have on-site staff that is trained and certified in the handling of the dangerous/hazardous goods, when said dangerous/hazardous goods are being utilized on-site for the performance of the Work.
- (d) Different waste streams shall not be mixed.
- (e) Disposal of dangerous goods/hazardous wastes shall be at approved hazardous waste facilities.
- (f) Liquid hydrocarbons shall not be stored or disposed of in earthen pits on-site.

- (g) Used oils shall be stored in appropriate drums, or tankage, until shipment to waste oil recycling centres, incinerators, or secure disposal facilities approved for such wastes.
- (h) Used oil filters shall be drained, placed in suitable storage containers, and buried or incinerated at approved hazardous waste treatment and disposal facilities.
- (i) Dangerous goods/hazardous waste storage areas shall be located at least 100 m away from the high water line and be diked.
- (j) Dangerous goods/hazardous waste storage areas shall not be located so as to block natural drainage.
- (k) Run-off from a dangerous goods/hazardous waste storage area shall not be allowed to cause siltation of a watercourse.
- (l) 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.

E9.3.5 Emergency Response

- (a) The Contractor shall ensure that due care and caution is taken to prevent spills.
- (b) The Contractor shall report all major spills of petroleum products or other hazardous substances with the potential for impacting the environment and threat to human health and safety to the Contract Administrator and Manitoba Environment, immediately after occurrence of the environmental accident, by calling the 24-hour emergency telephone phone number (204) 945-4888. The Contract Administrator shall also be notified.
- (c) 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.
- (d) 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;
 - ◆ proximity to waterways and the Aqueduct.
 - (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 sorbent 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.
- (v) Resume any effective action to contain, clean up, or stop the flow of the spilled product.
- (e) The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to the Manitoba Environment according to The Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.
- (f) 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.
- (g) Minor spills of such substances that may be contained on land with no significant impact on the environment may be responded to with in-house resources without formal notification to Manitoba Environment.
- (h) City emergency response, 9-1-1, shall be used if other means are not available.

E9.4 Vegetation

- (a) Herbicides and pesticides shall not be used adjacent to any surface watercourses.
- (b) All landowners adjacent to the area of application of herbicides or pesticides shall be notified prior to the Work.
- (c) Trees and shrubs shall not be felled into watercourses.

E9.5 Measurement and Payment

- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E10. ENVIRONMENTAL PROCEDURES

E10.1 General

E10.1.1 Definitions

- (a) Environmental Pollution and Damage: presence of chemical, physical, biological elements or agents which adversely affect human health and welfare; unfavourably alter ecological balances of importance to human life; affect other species of importance to humans; or degrade environment aesthetically, culturally and/or historically.
- (b) Environmental Protection: prevention/control of pollution and habitat or environment disruption during construction.

E10.1.2 Submittals

- (a) Provide submittals in accordance with E7.

E10.1.3 Environmental Protection Plan

- (a) Submit a Contractor developed Environmental Protection Plan (EPP) for review by the Contract Administrator prior to commencement of the Work.
- (b) EPP shall include comprehensive overview of known or potential environmental issues to be addressed on site during construction and shall comply with Section 4 of the Remediation Plan for Stockpiles within the Chief Peguis Trail right-of-way (CPT ROW), North End Winnipeg Pollution Control Center, Winnipeg, Manitoba, located in Appendix E.
- (c) Address topics at level of detail commensurate with environmental issue and required construction tasks.
- (d) The EPP shall be available for inspection by the City and regulatory agency personnel, and shall be posted at conspicuous locations throughout the Work Site.

(e) Include in EPP:

- (i) Names of contractor persons responsible for ensuring adherence to EPP.
- (ii) Names and qualifications of persons responsible for manifesting hazardous waste to be removed from Site.
- (iii) Names and qualifications of persons responsible for training site personnel.
- (iv) Descriptions of environmental protection personnel training program.
- (v) Refer to E13.4(a) Traffic Control and E15 Traffic Management on City Streets and include measures to reduce erosion of temporary and existing roadbeds by construction traffic, especially during wet weather.
 - ◆ Traffic Control Plan (TCP) to include measures to minimize amount of material transported onto paved public roads by vehicles or runoff, including truck wash stations if required or other measures or practices to prevent inadvertent spread of impacted soils during construction.
- (vi) Submit a Contractor developed Site Work Plan (SWP) showing work areas for proposed activities in each portion of area and identifying areas of limited use or non-use.
 - ◆ SWP to include measures for marking limits of use areas and methods for protection of features to be preserved within authorized work areas.
 - ◆ Submit drawings indicating locations of proposed temporary excavations or embankments for haul roads, ditch crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on Site.
- (vii) Submit a Contractor developed Spill Control Plan (SCP) including procedures, instructions, and reports to be used in event of unforeseen spill of regulated substance. Typically, the plan shall include:
 - ◆ The probability and severity of an adverse effect to health, property, or the environment, of a spill of sewage, chlorinated water, or hazardous materials, used, handled, or stored on the Work Site;
 - ◆ Spill/release notification and alerting procedures;
 - ◆ Spill containment, recovery, and clean-up procedures;
 - ◆ On Site spill/release clean-up materials, equipment, and locations;
 - ◆ Names and telephone numbers of persons and organizations that may be contacted in the event of a potential environmental incident;
 - ◆ The Contractor shall maintain a readily available supply of spill prevention and emergency response equipment on the Work Site at all times in effective working condition and shall ensure that its personnel are adequately trained in its use to deal with environmental emergency situations;
 - ◆ In the event of an environmental emergency, the Contractor shall immediately notify the Contract Administrator. If the environmental emergency is a spill to land of a hazardous material in quantities equal to or greater than those listed in the Environmental Accident Reporting Regulation under the Dangerous Goods Handling and Transportation Act, the Contractor shall immediately notify the Provincial Emergency Reporting Line at 204 944-4888; and
 - ◆ The Contractor shall submit written incident reports to the Contract Administrator within 24 hours of any environmental incident or spill/release. The incident report shall identify the reporting organization, date, time, location, hazardous materials involved, source and persons or organizations notified. In addition, the report shall describe how the spill or release occurred, remedial action taken or planned, and actions necessary to prevent recurrence.
- (viii) Submit a Contractor developed Wastewater Management Plan (WMP) identifying methods and procedures for management and discharge of waste

waters which are directly derived from construction activities, such as clean-up water, dewatering of ground water, decontamination water, and water collected in containment berms.

E10.1.4 Fires

- (a) Fire and burning of rubbish on site are not permitted.
- (b) Submit a Contractor developed Fire Safety Plan to the Contract Administrator.

E10.1.5 Contractor Environmental Representative

- (a) The Contractor shall designate a Contractor Environmental Representative (CER) to perform environmental monitoring and reporting throughout construction according to the EMP. The CER will interact with the project team throughout the Work.
- (b) The CER shall be adequately trained and experienced to perform the role according to the requirements of the EMP.
- (c) The CER shall represent the Contractor and information and instructions given to the CER by the Contract Administrator shall be deemed to have been given to the Contractor.
- (d) The Contractor shall not claim for delays for any the activities, findings or requirements set forth by the CER in the performance of their duties toward Environmental Monitoring nor those of the Contract Administrator as a result of inspections.
- (e) The Contractor is responsible for all costs relating to the CER for the entire duration of the project. This is not expected to be a full time role, but is needed for the Contractor to meet the Contractual and regulatory obligations related to environmental protection.

E10.1.6 Pre-Construction Procedures

- (a) Pre-Construction procedures shall be followed for wildlife species:
 - (i) The Site shall be cleared of natural vegetation and grubbed prior to construction outside of the breeding bird season for Winnipeg (April 30 – August 18) to prevent birds from establishing nests in vegetation on or above ground, to minimize adverse impacts on other wildlife species during the breeding season, and to avoid contravening wildlife protection legislation. Vegetation regrowth must be controlled (e.g., weekly mowing of grassy areas) throughout the breeding bird nesting season to prevent bird nesting activities.
- (b) Pre-Clearing – Wildlife Species with Activity Restrictions:
 - (i) The CER shall locate, identify, classify and report wildlife species requiring activity restrictions discovered within and adjacent to the site during pre-clearing and the Contractor shall report to the Contract Administrator.
 - (ii) The Contractor shall review, with the CER and Contract Administrator the wildlife species encountered and take reasonable measures, at Contractor's expense, to schedule activities outside of any timing restrictions and distance restrictions.
 - (iii) The validity of the pre-clearing exercise is dependent on the time from when the pre-clearing is conducted to commencement of construction activity and thus must be coordinated with the Contractor Progress Schedule.
 - (iv) The Contractor shall coordinate pre-clearing activities with the progress schedule, so that pre-clearing is conducted and coordinated with the Contractor's planned activities.
 - (v) Bird Nests:
 - ◆ No bird nests shall be disturbed during the construction process.
 - ◆ If a bird nest is encountered in conflict with any construction activity, a mitigation strategy to avoid impact to the nest must be developed in consultation with the City and the Contract Administrator, Manitoba Environment and Climate and the federal Department of Environment

and Climate Change Canada which may include postponing work within a no-activity buffer area until fledgling young have left the area, and/or the nest is no longer active.

E10.1.7 Site Preparation and Plant Protection

- (a) Protect trees and plants on site and adjacent properties in accordance with the City of Winnipeg By-laws, Standard Construction Specifications and the Work Drawings and Specifications.
- (b) Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- (c) Minimize vegetation stripping and grubbing where not necessary. Minimize soil removal and stockpiling.

E10.1.8 Drainage

- (a) Ensure that the ESCP measures are provided and that its recommendations are followed on site, in accordance with the site-specific SPPP, at all times during construction.
- (b) Provide temporary drainage and pumping as required to keep excavations on Site free of standing water.
- (c) Do not pump water containing excessive suspended materials into storm sewers, wetlands, waterways, surface drainage runs or adjacent properties.
- (d) Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with the site-specific SPPP in compliance with the requirements of authorities having jurisdiction.

E10.1.9 Pollution Control

- (a) Maintain temporary erosion and pollution control features installed under this Contract in accordance with site-specific SPPP.
- (b) Control emissions from equipment and plant in accordance with local authorities' emission requirements. Check with local authorities for any environmental compliance requirements.
- (c) Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads. Use of anything other than water (e.g. tackifiers, chemical suppressants) shall be reviewed and only used if prior approved by the Contract Administrator. The use of oil for dust control is prohibited.
- (d) Tightly seal against corrosion and rust all containers of fuel, hazardous or toxic chemicals. Tanks for refueling should have secondary containment and be licensed with the Province of Manitoba.
- (e) Vehicle and equipment maintenance shall occur in designated areas. Contain and handle all maintenance fluids in accordance with the current National Fire Code of Canada. Spillage on the ground is prohibited.
- (f) Hoses and equipment for transfer of fuels and other hazardous fluids shall be in good condition, properly functioning with approved check valves and shall be attended by a qualified person for the duration of transfer of fuels or hazardous fluids. Do not fuel, lubricate or service equipment where spills may enter storm or sanitary sewer systems.
- (g) Greasy and oily rags and oil waste shall be contained in approved, sealed containers. Remove from the work Site and dispose of this material in accordance with the most stringent of applicable Federal, Provincial and Municipal Regulations.
- (h) Comply with any Local, Provincial or Federal Noise By-laws or Regulations.
- (i) Discharge of water containing any chlorine residual into open drainage channels, including the City's storm sewer system, is strictly prohibited.

E10.1.10 Notification

- (a) Contract Administrator will notify the Contractor in writing of observed noncompliance with Federal, Provincial environmental laws and regulations or Municipal environmental by-laws, permits, and other elements of site-specific plans.
- (b) Contractor after receipt of such notice, shall inform the Contract Administrator of proposed corrective action and take such action to obtain the approval of Contract Administrator.
 - (i) Take action only after receipt of written approval by the Contract Administrator.
- (c) Contract Administrator will issue stop order of Work until satisfactory corrective action has been taken.
- (d) No time extensions shall be granted, or equitable adjustments allowed to Contractor for such suspensions.

E10.2 Execution

E10.2.1 Cleaning

- (a) Clean in accordance with CW 1130.
- (b) Burying rubbish and waste materials on Site is not permitted.
- (c) Ensure public waterways, storm and sanitary sewers remain free of waste and volatile materials disposal.
- (d) Proceed with final cleaning upon completion and removal of surplus materials, rubbish, tools and equipment in accordance with CW 1130.
- (e) Waste Management: separate waste materials in accordance with CW 1130.

E10.3 Measurement and Payment

- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E11. PROTECTION OF EXISTING TREES WITHIN MAIN STREET PUBLIC RIGHT OF WAY

E11.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the Main Street public right of way:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 m of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400 mm wood planks, or suitably protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E11.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or their designate.

E11.3 No separate measurement or payment will be made for the protection of trees.

E11.4 Except as required in E11.1(c) and E11.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E12. CLEARING, GRUBBING, TREE REMOVAL AND GRADING – CPT ROW

E12.1 Description

E12.1.1 General

- (a) This specification covers clearing, grubbing and removal of trees within the Chief Peguis Trail right-of way as noted on the Drawings and trees that have been clearly marked by the Contractor and approved by the Contract Administrator to facilitate LDS construction.
- (b) Referenced Standard Construction Specifications.
 - (i) CW3010 – Clearing and Grubbing.

E12.1.2 Definitions

- (a) Clearing consists of cutting off standing trees, brush and scrub at or close to existing grade and disposing of felled trees, previously uprooted trees and stumps, and surface debris.
 - (i) In January 2025 the City Urban Forestry Branch completed an assessment of the existing trees in the Work area. The assessment estimated approximately 680 trees are located within the CPT ROW (West of Gibbs Street). Of the 680 trees, an estimated 10% are greater than 200 mm Diameter at Breast Height (DBH) and 70% are less than 100 mm DBH.
- (b) Grubbing consists of excavation and disposal of all stumps and roots from clearing and grubbing areas. Grub out visible rock fragments and boulders, greater than 300 mm in greatest dimension, but less than 0.25 m³.

E12.1.3 Protection

- (a) Prevent damage to fencing, natural features, bench marks, existing buildings, existing pavement, utility lines, Site appurtenances, water courses and root systems of trees near the boundary of the Work area which are to remain.
- (b) Repair damaged items to approval of the Contract Administrator.
- (c) The Contractor shall not remove any trees or perform any clearing and grubbing on CPT ROW (East of Gibbs Street), which includes the boulevard West of Main Street as indicated on the Drawings, that has not been clearly marked by the Contractor and approved by the Contract Administrator.
- (d) If the Contractor removes any tree, regardless of size or species, that was not approved by the Contract Administrator, the Contractor shall supply and install five (5) trees of a species and calliper equal to or greater than that which was removed. The replaced trees shall be installed at a location determined by the Contract Administrator, which may be in or near the Site.
- (e) Limit Site disturbance including earthwork and clearing vegetation to:
 - (i) 12 m beyond any building perimeter;
 - (ii) 1.5 m beyond any road way, walkways, ditches and main utility trenches; and
 - (iii) 5 m beyond any parking areas.
- (f) Maintain access roads and Public right of ways (Gibbs Street, Highland Avenue) to prevent accumulation of construction related debris on roads.
- (g) Access to the existing building of 1430 Gibbs St. on CPT ROW (West of Gibbs Street) must be maintained at all times.

E12.1.4 Wood Waste Management and Disposal

- (a) Cleared and grubbed materials shall be disposed of off-site.
- E12.1.5 Finished Surface – CPT ROW (West of Gibbs Street)
 - (a) Fill any depressions made by root removal with suitable site fill material and grade new surface to conform to existing adjacent ground surface.
 - (b) To approval of the Contract Administrator level any existing mounds of material on site to conform to existing surrounding ground.
- E12.1.6 Cleaning
 - (a) On completion and verification of performance of work, remove surplus materials, excess materials, rubbish, tools and equipment.
- E12.2 Materials
- E12.2.1 Soil material for fill:
 - (a) Site suitable soil material: free of debris, roots, wood, scrap material, vegetable matter, refuse, soft unsound particles, deleterious, or objectionable materials.
- E12.2.2 Preparation
 - (a) Inspect the CPT ROW (West of Gibbs Street) Site and verify with the Contract Administrator items designated to remain.
 - (b) Inspect the CPT ROW (East of Gibbs Street) Site, which includes the boulevard West of Main Street as indicated on the Drawings, and verify with the Contract Administrator trees to be removed as marked by the Contractor to facilitate LDS construction.
 - (c) Locate and protect utility lines: preserve in operating condition active utilities traversing Site.
 - (d) Notify Contract Administrator immediately of damage to or when unknown existing utility lines are encountered.
- E12.3 Measurement and Payment – CPT ROW (West of Gibbs Street)
- E12.3.1 Clearing and Grubbing will be measured on an area basis and paid for at the Contract Unit Price per hectare as “Clearing and Grubbing – CPT ROW (West of Gibbs Street)”. The area to be paid for will be the total hectares of Clearing and Grubbing performed in accordance with this specification and accepted by the Contract Administrator.
- E12.3.2 Removal of trees and off-site disposal shall be considered incidental to “Clearing and Grubbing – CPT ROW (West of Gibbs Street)”. No additional payment will be made.
- E12.3.3 Any grading Work and disposal of cleared and grubbed materials off-site shall be considered incidental to “Clearing and Grubbing – CPT ROW (West of Gibbs Street)”. No additional payment will be made.
- E12.4 Measurement and Payment – CPT ROW (East of Gibbs Street)
- E12.4.1 Clearing, Grubbing and removal of trees to facilitate LDS construction shall be considered incidental to “Parcel C Pond to John Black Outfall – Land Drainage Sewers”. No additional payment will be made.

E13. HERITAGE RESOURCES PROTECTION

- E13.1 The Contractor shall make all staff and all staff of Subcontractors aware of the requirements of the Heritage Resources Protection Plan noted in Appendix F.
- E13.2 A heritage resource investigation was completed by Western Heritage in August 2025 along the LDS alignment in the CPT ROW and Main Street. Manitoba Heritage Resources Branch clearance along the LDS alignment is currently in development and is expected before commencement.

- E13.3 Prior to commencement of the Work the Contractor shall submit daily rates for delay claims in the event that a heritage resource is discovered resulting in a stop work order, rates shall be subject to the approval of the Contract Administrator.
- E13.4 Measurement and Payment
- (a) In the event that a heritage resource is discovered resulting in a stop work order, compensation for delays shall be paid for under the cash allowance as defined in E39 and the following supplemental requirements shall apply:
 - (i) The Contractor shall reasonably re-deploy resources to limit cost and schedule impacts until the stop work order is resolved.
 - (ii) Compensation shall be based on the Contractor submitted daily rates for delay claims as defined in E13.3.

E14. TRAFFIC CONTROL

- E14.1 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator 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 in the following situations:
- (a) Parking restrictions,
 - (b) Stopping restrictions,
 - (c) Turn restrictions,
 - (d) Diamond lane removal,
 - (e) Full or directional closures on a Regional Street,
 - (f) Traffic routed across a median,
 - (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure,
 - (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.
- E14.2 Further to E14.1(c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.
- E14.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- E14.4 Further to E14.1(c) and E14.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E14.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.
- E14.6 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.

E15. TRAFFIC MANAGEMENT ON CITY STREETS

- E15.1 Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times during construction.
- E15.2 Maintain access for approaches, driveways, public lanes and crossing streets for all locations.
- E15.3 The Contractor shall maintain access to all businesses during business hours, except where written authorization has been provided by the business.
- E15.4 The Contractor shall not park company or private vehicles inside the barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.
- E15.5 The Contractor is responsible for maintaining safe vehicular and pedestrian traffic through their work site as identified herein. The Contractor shall rectify any unsafe conditions immediately upon notification. This could include but is not limited to, providing flag persons, clearing debris and snow from sites, moving equipment, and erecting additional signage.
- E15.6 Regional Street Lane Closures
- (a) The Contractor shall not close any Regional Streets (i.e. Main Street).
- E15.7 Local Streets
- (a) Erect Road Closure signage in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets".
- E15.8 Measurement and Payment
- (a) Traffic management as outlined here will be considered incidental to the Work. No separate payment will be made.

E16. WATER SUPPLY

- E16.1 Further to Section 3.14 of CW 2140 and Section 3.7 of CW 1120 of the General Requirements water supply for the Work may be taken from City of Winnipeg hydrants.

E17. MAINTAINING EXISTING SEWER FLOWS, FLOW CONTROL, DIVERSIONS AND BYPASS PUMPING

- E17.1 Maintaining Existing Sewer Flows, Flow Control, Diversions and Bypass Pumping required to complete the Works in the Contract shall be incidental to the Contract as per Clause 4.16.1 of CW 2130.

E18. HYDRO EXCAVATION FOR UTILITY EXPLORATION

- E18.1 Verification of Utility Elevations
- (a) Prior to construction, the Contractor shall verify at their own cost all buried utility elevations impacted by the Work. Verification shall occur in a minimum of fourteen (14) Calendar Days prior to any construction on the land drainage sewer such that any required grade adjustments can be made. Contractor shall arrange for all required utility locations, safety watches and other required notifications. Contractor shall provide a minimum of five (5) Calendar Days' notice to the Contract Administrator of conducting utility exposures.
- E18.2 Description
- E18.2.1 General

- (a) This Specification covers all operations relating to the removal of earthen material immediately adjacent to underground utilities infrastructure by means of high pressure water spray, and the recovery of evacuated material by vacuum type means or equivalent method as approved by the Contract Administrator in accordance with B7.
- (b) 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 Works as hereinafter specified.

E18.3 Equipment

- E18.3.1 Hydro excavation unit shall be capable of maintaining a minimum working pressure of 10,000 psi, at a rate of flow of 10 to 12 gallons per minute. The unit should be adjustable, so as to provide adequate pressure to remove earthen material.
- E18.3.2 Spray head shall be equipped with a rotating type nozzle, in order to provide a wider path of cut.

E18.4 Construction Methods

E18.4.1 Hydro-Removal of Earthen Material

- (a) Earthen material adjacent to utility entity shall be sprayed with high pressure water so as to remove all such material.

E18.4.2 Recovery of Excavated Material

- (a) The recovery of excavated material shall be done using vacuum type method, or other type method as approved by the Contract Administrator.
- (b) The recovery of material shall follow immediately behind the excavation, to avoid excavated areas from filling with excavated material.
- (c) The use of mechanical sweepers will not be allowed.
- (d) Dispose of material in accordance with Section 3.4 of CW 1130.

E18.4.3 Backfill of Hydro Excavated Hole

- (a) The Contractor shall be responsible for the backfill of the hydro excavated hole with flowable cement-stabilized fill or sand backfill upon completion of the work described herein, to the approval of the Contract Administrator.

E18.5 Measurement and Payment

- E18.5.1 Hydro Excavation for Utility Exploration is considered incidental to the Work. No separate payment will be made.

E19. SITE ACCESS

E19.1 CPT ROW, Parcel A and access for work paralleling Main Street

- E19.1.1 The Contractor shall access site areas on the CPT ROW (East of CPKC Winnipeg Beach line) and any work near Main Street from Main Street via Highland Avenue.

- (a) For the removal of Impacted Soil Stockpiles site works only, access to the site to facilitate entrance and exit of equipment and trucks from the area during operation should be through Gibbs Street from Highland Avenue only. Repair and maintain Gibbs Street and Highland Avenue access route roads, as required, prior to use.

- E19.1.2 There may be times when the above noted access is encumbered by work of other Contractors. If these conditions occur, upon approval of the Contract Administrator, the Contractor may access site areas on the CPT ROW via Main Street through the central NEWPCC roadway as directed by the Contract Administrator. During these permitted times, the Contractor's traffic shall not interfere with operational traffic or the needs of other contractors on the site.

E19.1.3 The posted speed limit through the NEWPCC Parcel A Site is 20 km/hr.

E19.2 Parcel C Access

E19.2.1 All construction traffic accessing Parcel C and the CPT ROW (West of CPKC Winnipeg Beach line) shall use the following route:

(a) Ferrier Road via Templeton Avenue to Main Street.

(b) The Parcel C entrance road off Ferrier Street, approximately 300 m south of Murray Avenue.

E19.2.2 The Contractor shall maintain access at all times to the fenced compound located on Parcel C and the existing storage building located within the CPT ROW at 1430 Gibbs Street.

E20. TRENCH EXCAVATION

E20.1 Description

(a) This Specification covers the requirements for sewers installed by trench methods.

E20.2 The Contractor shall refer to E26 for additional requirements for Excavation, Bedding and Backfill.

E20.3 The Contractor shall submit to the Contract Administrator a pipe installation method list indicating Contractor's proposed pipe segments planned to be installed by trench methods and include a short description of the proposed trench installation method for each segment.

E20.4 The Contractor shall refer to E23 for additional requirements in the event that there is an encounter with potential abandoned basements or wells during excavation works along the LDS alignment near Foley Ave.

E21. TRENCHLESS EXCAVATION

E21.1 Description

(a) This Specification covers the requirements for sewers installed by trenchless methods.

E21.2 Selection of excavation equipment for installation of sewers by trenchless methods shall be the responsibility of the Contractor and shall be made based on the basis of expected soil conditions as detailed on the test hole logs. The Contractor shall make allowances in the choice of equipment to account for reasonable and minor deviations in ground conditions and shall have contingency plans for the removal of boulders and other minor changes in ground conditions.

E21.3 The Contractor shall Submit to the Contract Administrator a pipe installation method list indicating Contractor's proposed pipe segments planned to be installed by trenchless methods and include a short description of the proposed trenchless installation method for each segment.

E21.4 Methods of installation for the Canadian Pacific Kansas City Railway Crossings (CPKC) shall be consistent with those identified in E29, E29.4.3 and the Drawings.

E21.5 Pressure grouting or approved alternative methods shall be used to fill voids caused by the installation or if the bored hole diameter is greater than the outside diameter of the pipe by more than 25 mm.

E21.6 In the event that there is a substantial change in the character or nature of the subsurface conditions or that obstructions are encountered, which adversely impact the Contractor's production or construction procedure, the Contractor shall immediately notify the Contract Administrator.

- (a) The notice shall provide details of the change in subsurface soil conditions or obstructions encountered, any proposed construction procedure revision that the Contractor intends to undertake, as well as any other relevant supporting information.
- (b) The Contract Administrator shall review the notice as expeditiously as possible to assess whether the change in conditions and revised construction procedures amount to a Change in Work.
- (c) Obstructions such as “random boulders” in the clay strata may be considered as a Change in Work dependent on the level of effort required to facilitate their removal.
- (d) Where the Contract Administrator deems that a Change in Work is necessary, it shall be valued in accordance with the provisions of C7 and the supplementary requirements of E22.

E21.7 The Contractor shall refer to Section E23 for additional requirements in the event that there is an encounter with potential abandoned basements or wells during excavation works along the LDS alignment near Foley Ave.

E22. TRENCHLESS EXCAVATION OBSTRUCTIONS

E22.1 Contingency plans for removal of the obstructions encountered in trenchless excavations must be approved by the Contract Administrator and may consist of but not limited to one of the following.

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

E22.2 Where the Contract Administrator deems that the obstruction encountered represents a Change in Work, the Contractor will be compensated in accordance with E39 Cash Allowance for Additional Work, C7.4 and the following supplemental requirements:

- (a) The first four (4) hours of handling obstructions for each occurrence shall be the responsibility of the Contractor.
- (b) Equipment rates for equipment required in support of the obstruction removal shall be compensated at the MHCA rental rates. Equipment not listed in the MHCA rate schedule shall have their rates established by the Contractor prior to the commencement of Work in accordance with the procedure documented in the MHCA rental guide for establishing equipment rental rates and shall be subject to the approval of the Contract Administrator.
- (c) Standby equipment that cannot reasonably be deployed elsewhere during the duration of the obstruction removal shall be compensated at 50% of its established rate as noted in E22.2(b) above.
- (d) Labour rates and material costs associated with obstruction removal shall be compensated as per C7.4 (c) and C7.4.1 with the provision that any Items of Work for which prices have already been provided under Form B:Prices shall be compensated at the Contract Unit Price for such Work.

E23. ENCOUNTER WITH POTENTIAL ABANDONED BASEMENTS OR WELLS

E23.1 There is a potential during excavation works along the LDS alignment near Foley Ave to encounter abandoned basements or wells. Approximate locations of the abandoned basements and wells based on available historical information are shown on the Drawings.

E23.2 Measurement and Payment

- (a) Measurement and payment for excavation, hauling, disposal and any other costs associated with the removal of abandoned basements or wells shall be paid for under the cash allowance as defined in E39.

E24. SOIL REMEDIATION

E24.1 General

E24.1.1 Summary

- (a) Work Includes:
 - (i) Provision and installation of materials and equipment necessary to remediate Project Site.
 - (ii) Implementation of safety work zones, Site Specific Health and Safety Plans and Environmental Protection Plan.
 - (iii) Protection of utilities, structures, and other areas of concern.
 - (iv) Excavation of Impacted Soil Stockpiles and management of contaminated soil generated during soil remediation Work, including storing, loading, hauling, and removal to approved disposal facility, as necessary.
 - (v) Management of contaminated waters generated during soil remediation Work, including separation, recovery, and elimination of free-phase hydrocarbons, if any.
 - (vi) (Provisional Item) Backfilling of the Impacted Soil Stockpiles excavations with Suitable Material Stockpiles borrow material in accordance with E25 Earthworks.
 - (vii) Obtaining required permits and approvals for waste disposal.

E24.1.2 References

- (a) Applicable environmental and health and safety Laws and Regulations for Province of Manitoba and Municipal By-Laws.
- (b) CCME (Canadian Council of Ministers of the Environment) and applicable publications.
- (c) Manitoba Environment and Climate Change.
- (d) Remedial Plan application letter dated August 21, 2025, located in Appendix E.

E24.1.3 Environmental Procedures

- (a) E10 Environmental Procedures.

E24.1.4 Submittals

- (a) Provide submittals in accordance with E7.
- (b) Closeout Submittals:
 - (i) Provide the following Closeout Submittals:
 - ◆ Provide documentation of volume of contaminated soil that has been excavated from the Impacted Soil Stockpiles and transported to the landfill.
 - ◆ Provide documentation of volume of backfill from Suitable Material Stockpiles loaded, transported, placed and compacted within the excavation of the Impacted Soil Stockpiles, if any.
 - ◆ Provide documentation of required labour, equipment usage, fuel and/or power usage, environmental monitoring and inspection records, as required.

E24.1.5 Quality Assurance

- (a) Qualifications:
 - (i) Identify key members of project team including Project Manager and Site Supervisor. Define experience and qualifications of each key team members.
- (b) Field Samples:

- (i) Impacted soil will be collected by the Contractor Administrator for potential laboratory analyses, with assistance by the Contractor, as requested by the Contractor Administrator.
- (c) Survey:
 - (i) The Contractor Administrator will perform surveys in collaboration with the Contractor as required.

E24.1.6 Site Conditions

- (a) The approximate locations of known service or utility and buried objects are as indicated on the Drawings however it is the responsibility of the Contractor to establish location (horizontal position and depth) and extent of utility service lines in area of work before starting Work.
- (b) Suspend operations whenever climatic conditions are unsatisfactory for excavation to conform with this Specification.
- (c) After occurrence of heavy rains, do not operate equipment in designated areas until the material has dried sufficiently to prevent excessive rutting.

E24.1.7 Protection

- (a) Prevent damage to fencing, trees, landscaping, natural features, benchmarks, property pins, existing buildings, existing pavement, utility lines and Project Site appurtenances, which are to remain. Correct any damage caused by construction operations.
- (b) Provide protection to utilities, structures in areas shown on the Drawings.
- (c) Provide temporary fencing and gates as required to surround all excavations and work areas necessary at the Project Site to secure the work areas and protect the public.
- (d) Environmental protection measures shall be in accordance with the requirements specified in E9 and E10.
- (e) The release of all contact accumulated water, contact water, groundwater, and rinse water shall conform to the requirements outlined in E10.

E24.1.8 Personnel Protection

- (a) Areas designated for cleanup under this Section involve soils containing petroleum hydrocarbon or heavy metals, which may be dangerous to human health and/or environment.
- (b) When working with contaminated media, workers shall wear the required personal protective clothing and equipment that is acceptable for the Work.
- (c) Supply sufficient quantities of designated protection equipment to fit all site personnel including the authorized visitors. Educate workers as to risks and train in safe work practices.
- (d) No separate pay item shall apply to the work practice requirements, including personnel protection, of this Section. Costs shall be included in the applicable payment items to which this Section applies.
- (e) Shall comply with Section 5 of the Remediation Plan for Stockpiles within the Chief Peguis Trail right-of-way (CPT ROW), North End Winnipeg Pollution Control Center, Winnipeg, Manitoba, located in Appendix E.

E24.1.9 Signs

- (a) Signage: Provide and erect signage at access points to the Project Site as required. Signage shall be visible from all sides of these areas. The English version of the sign shall read:
 - CAUTION: CONTAMINATED SOIL EXCAVATION AREA
 - AUTHORIZED PERSONNEL ONLY
- (b) Signage shall indicate all required personal protective equipment to enter the area.

- (c) Post a similar sign in any other language of that is applicable.
- (d) All lettering shall be black, not less than 100 mm high, with a 25 mm wide stroke, on a light-coloured background.

E24.1.10 Testing

- (a) If required, assist Contract Administrator in collection of soil samples from stockpiles. The Contract Administrator will collect confirmatory soil samples from the ground surface once stockpiles have been removed to verify all impacted soil has been excavated. Soil samples will be analyzed for metals and petroleum hydrocarbon fractions F2-F4.
- (b) The Contractor shall provide access to the Contract Administrator to collect confirmatory samples in the stockpile areas.

E24.1.11 Measurement and Payment

- (a) Measurement and Payment in accordance with E25 Earthworks.

E24.2 Products

- (a) (Provisional Item) Suitable Material Stockpiles backfill in accordance with E25 Earthworks.

E24.3 Execution

E24.3.1 Application

- (a) Soil Management
 - (i) Do not dilute contaminated soil with less contaminated soil.
- (b) Water Management
 - (i) Store, transport, and eliminate off site or treat residues generated by water treatment process in accordance with standards, requirements and regulations of Manitoba Environment and Climate Change.
- (c) Site Excavation
 - (i) Provide for access to the site to facilitate entrance and exit of equipment and trucks from the area during operation.
 - (ii) Repair and maintain the access road, as required, prior to use.
 - (iii) Provide and erect signage at access points to the site as required.
 - (iv) Excavation limits will be identified by the Contract Administrator.
 - (v) Strip vegetation from stockpiles prior to excavation.
 - (vi) Restore surface grades to match local drainage.

E25. EARTHWORKS

E25.1 Description

- (a) This specification shall supplement CW 3110 and CW 3170.
- (b) Work includes:
 - (i) Dry Pond excavation.
 - (ii) Excavation, hauling and disposal of contaminated soils from the Impacted Soil Stockpiles in accordance with the Remediation Plan for Stockpiles within the Chief Peguis Trail right-of-way (CPT ROW), North End Winnipeg Pollution Control Center, Winnipeg, Manitoba, located in Appendix E.
 - (iii) Loading, hauling, placing and compacting unsuitable material from the Existing Unsuitable Material Stockpiles on Parcel C to backfill the existing swale (Murray Avenue) and as required the existing swale (CPKC ROW) indicated on the Drawings.
 - (iv) Loading, hauling, placing and compacting unsuitable Dry Pond excavation material to backfill the existing swale (CPKC ROW) as indicated on the Drawings.

- (v) Loading, hauling, placing, compacting and stockpiling (as required) suitable Dry Pond excavation material or suitable excess excavation material from trench excavations, on the North East corner of Parcel C (along Murray Avenue) or as required replace insitu silt material with a clay liner as indicated on the Drawings.
- (vi) Scarifying and compacting insitu clay material to 98% SPMDD (Standard Proctor Maximum Dry Density) within the Dry Pond area as indicated on the Drawings.
- (vii) (Provisional Item) Loading, hauling, placing and compacting backfill from the Suitable Material Stockpiles to backfill the Impacted Soil Stockpiles excavation.
- (viii) (Provisional Item) Depositing, spreading and grading backfill from the Suitable Material Stockpiles within the CPT ROW (West of Gibbs Street).

E25.2 Definitions:

- (a) Dry Pond Excavation – Suitable Material: Suitable material obtained from excavation of the Dry Pond area as indicated on the Drawings.
- (b) Dry Pond Excavation – Unsuitable Material: Unsuitable material obtained from excavation of the Dry Pond area as indicated on the Drawings.
- (c) Impacted Soil Stockpiles: Impacted soils excavated and removed from a portion of Stockpile 1 and all of Stockpile 3 located in the CPT ROW, as indicated on the Drawings.
- (d) Suitable Material Stockpiles: Suitable backfill located in a portion of Stockpile 1 and all of Stockpile 2 located in the CPT ROW, as indicated on the Drawings.
- (e) Existing Unsuitable Material Stockpile: Unsuitable material from the existing unsuitable material stockpile located on Parcel C as indicated on the Drawings.

E25.3 Products

- (a) Suitable site material obtained from Dry Pond excavation and excess excavation material from trench excavations as per CW 3110.

E25.4 Execution

- (a) Unsuitable material from the Existing Unsuitable Material Stockpile shall be hauled, placed and compacted to backfill the existing swale (Murray Avenue) as indicated on the Drawings.
 - (i) Fill material shall be packed to existing surrounding grade using tracked equipment in lifts not exceeding 500 mm. Track-packing shall be performed using tracked equipment capable of exerting sufficient ground pressure to achieve compaction. Each lift shall be compacted by making multiple overlapping passes with tracked equipment. The Contractor shall perform a minimum of 10 passes per lift, or until no visible compaction is observed.
- (b) Suitable material obtained from excavation of the Dry Pond area and excess excavation material from trench excavations shall be hauled, placed and compacted as required to replace insitu silt material with a clay liner as indicated on the Drawings or stockpiled on the Northeast corner of Parcel C along Murray Avenue, indicated on the Drawings as “DRY POND EXCAVATION- SUITABLE MATERIAL - STOCKPILE AREA.”
 - (i) Stockpile shall have a maximum height of 3 m.
 - (ii) Stockpile side slopes to be between 1:1 and 2:1.
 - (iii) Stockpile shall be packed using tracked equipment in lifts not exceeding 500 mm. Track-packing shall be performed using tracked equipment capable of exerting sufficient ground pressure to achieve compaction. Each lift shall be compacted by making multiple overlapping passes with tracked equipment. The Contractor shall perform a minimum of 10 passes per lift, or until no visible compaction is observed.
- (c) Unsuitable material obtained from excavation of the Dry Pond area shall be hauled, placed and compacted to backfill the existing swale (CPKC ROW) as indicated on the Drawings.
 - (i) Fill material shall be packed to existing surrounding grade using tracked equipment in lifts not exceeding 500 mm. Track-packing shall be performed using tracked equipment capable of exerting sufficient ground pressure to achieve compaction.

Each lift shall be compacted by making multiple overlapping passes with tracked equipment. The Contractor shall perform a minimum of 10 passes per lift, or until no visible compaction is observed.

- (ii) Unsuitable material from the Existing Unsuitable Material Stockpile shall be used to fill the existing swale (CPKC ROW) provided the quantity of unsuitable material obtained from excavation of the Dry Pond is first depleted.
- (d) Impacted Soils excavated from the Impacted Soils Stockpiles, as indicated on the Drawings, shall be disposed of at a Licensed Waste Disposal Grounds.
- (e) (Provisional Item) If excavation of the Impacted Soils Stockpiles extend below the existing grade at Site, the Contractor shall load, haul, place and compact backfill from the Suitable Material Stockpiles located in the CPT ROW, as indicated on the Drawings, such that the excavated area is returned to grade. Suitable material obtained from the excavation of the Dry Pond is not to be used.
- (f) (Provisional Item) Suitable Material Stockpiles located in the CPT ROW shall be deposited, spread and graded to an average thickness of 300 mm within the CPT ROW area bounded by Gibbs Street and the CPKC Winnipeg Beach line as directed by the Contract Administrator. Suitable material obtained from the excavation of the Dry Pond is not to be used.
- (g) Provide all dewatering necessary for the existing Borrow Pit and Dry Pond, this includes during excavation and until commissioning of the downstream LDS system constructed as part of this Work.
- (h) Subgrade preparation and placement of materials as per CW 3110 and 3170.

E25.5 Measurement and Payment

(a) Dry Pond Excavation – Suitable Material:

Excavation, loading, hauling, placing and compacting will be measured on a volume basis and paid for at the Contract Unit Price for “Dry Pond Excavation – Suitable Material”. The volume to be paid for shall be the total number of cubic metres of suitable material that is excavated in accordance with this Specification acceptable to the Contract Administrator, as computed from measurements made by the Contract Administrator. No payment will be made for material removed outside the limits of excavation.

- (i) The volume of excavation shall be as measured in its original position, and as determined by the method of Average End Areas.
- (ii) Free haul distance for suitable Dry Pond excavation will include the “Dry Pond Excavation Suitable Material – Stockpile Area” as indicated on the Drawings.

(b) Dry Pond Excavation – Unsuitable Material:

Excavation, loading, hauling, placing and compacting will be measured on a volume basis and paid for at the Contract Unit Price for “Dry Pond Excavation – Unsuitable Material”. The volume to be paid for shall be the total number of cubic metres of unsuitable material that is excavated in accordance with this Specification acceptable to the Contract Administrator, as computed from measurements made by the Contract Administrator. No payment will be made for material removed outside the limits of excavation.

- (i) The volume of excavation shall be as measured in its original position, and as determined by the method of Average End Areas.
- (ii) Free haul distance for unsuitable Dry Pond excavation will include all fill areas in the existing swale (CPKC ROW) on Parcel C.
- (iii) Costs of disposal (if required) of all excavated material shall be considered incidental to the Works.

(c) Backfilling of Existing Swale with Existing Unsuitable Material Stockpile:

- (i) Free haul distance for unsuitable material from the Existing Unsuitable Material Stockpile will include all fill areas of the existing swale (Murray Avenue) and the existing swale (CPKC ROW) indicated on the Drawings.

- (ii) Provided the quantity of unsuitable material obtained from excavation of the Dry Pond area is first depleted, fill material will then be measured and paid for as specified in CW 3170 for "Suitable Site Material" at the Contract Unit Price for "Placing Site Material from Existing Unsuitable Material Stockpile".
- (d) Impacted Soil Stockpile Excavation and Disposal:
 - (i) Contaminated soils excavated from the Impacted Soil Stockpiles will be measured and paid for on a weight basis at the Contract Unit Price for "CPT ROW Impacted Soil Stockpiles Excavation and Disposal". The total weight to be paid for will be determined from the summation of weigh scale tickets at the disposal site. The Contractor shall submit tickets daily and tickets shall indicate at a minimum.
 - (ii) Date of weighing, truck number, gross weight, tare weight and net weight.
- (e) Dry Pond Area Compaction and Clay Liner:
 - (i) Construction of a Dry Pond clay liner as indicated on the Drawings will be measured and paid for on a volume basis at the Contract Unit Price for "Dry Pond Clay Liner Construction". The volume to be paid for will be based on the total cubic meters of silt material replaced with compacted suitable site clay to 98% SPMDD, measured from finished grade of the compacted clay liner to one (1) meter below.
 - (ii) Scarify and compacting of insitu clay material in the Dry Pond area as indicated on the Drawings will be measured and paid for on an area basis at the Contract Unit Price for "Dry Pond Subgrade Preparation". The area to be paid for will be the total hectares of insitu clay material scarified and compacted to 98% SPMDD.
- (f) (Provisional Item) Backfilling of Impacted Soils Excavation with Suitable Material Stockpiles:
 - (i) Fill material from the Suitable Material Stockpiles in the CPT ROW will be measured and paid for as specified in CW 3170 for "Suitable Site Material" at the Contract Unit Price for "Placing Suitable Material Stockpiles".
 - (ii) Free haul distance for the Suitable Material Stockpiles will include the area of the CPT ROW bounded by Gibbs Street and the CPKC Winnipeg Beach line.
- (g) (Provisional Item) Spreading and Grading of Suitable Material Stockpiles:
 - (i) Spreading and grading of Suitable Material Stockpiles will be measured on a volume basis and paid for at the Contract Unit Price for "Spreading and Grading of Suitable Material Stockpiles". The volume to be paid for will be the total cubic meters of Suitable Stockpile Material spread and graded, performed in accordance with this specification and accepted by the Contract Administrator.

E26. EXCAVATION, BEDDING AND BACKFILL

E26.1 General

- (a) This Specification shall revise, amend, and supplement the requirements of CW 2030 of the City of Winnipeg's Standard Construction Specifications.

E26.2 Description

- (a) This Specification covers the requirements for excavations and backfilling of trenches, pipelines, and structures.

E26.3 Submittals

- (a) Shop Drawings for all excavation shoring (where required) shall be prepared and submitted in accordance with CW 2030. Where required by Workplace Safety and Health Regulation, shoring Shop Drawings shall be sealed by a Professional Engineer, registered in the Province of Manitoba, experienced in the design of excavation shoring systems.

E26.4 Existing Utilities

- (a) Arrange and pay for any required safety watches around existing utilities as per CW1120.

- (b) Arrange and provide temporary or permanent relocation of existing utilities, and or temporary support of existing utilities required for the excavation of the shafts. Work on private utilities may not occur without submittal and approval of your utility plan to the Contract Administrator and approval from the utility owner.

E26.5 Shoring Design

- (a) Shoring, except as otherwise noted, shall be provided for excavations in accordance with CW 2030.
- (b) Shoring adjacent to CPKC Railway tracks and outside of the Zone of Potential Track Loading, shall be designed by a Professional Engineer registered in the Province of Manitoba. Any modification to designs may be subject to approval by CPKC Railway. Contractor shall be responsible for cost and application to CPKC Railway for any design changes proposed. Changes to contract dates as a result of any requested design changes will not be permitted.
- (c) Excavation shoring shall be designed to accommodate the installation of all manholes and fittings.
- (d) Where long term shoring for excavations is required provide stamped Shop Drawings.
- (e) All shoring systems shall comply with Manitoba Workplace Safety and Health requirements.

E26.6 Excavation Adjacent to Manitoba Hydro Overhead Power Poles

- (a) Maintain clearance from Manitoba Hydro power poles as indicated on the drawings and as may be dictated by Manitoba Hydro. Minimum clearances vs excavation depth as per Manitoba Hydro standard CD30-55. Refer to Appendix G.
- (b) Obtain approval from Manitoba Hydro for all excavations within 1.5m of Manitoba Hydro poles. Comply with all Manitoba Hydro requirements for excavation, shoring and support. All costs to be born by the Contractor.

E26.7 Excavation

- (a) Materials shall not be stockpiled over pipelines.
- (b) Excess suitable excavation material from trench excavations shall be utilized or disposed of in accordance with E25.
- (c) The Contractor is responsible for arranging for a disposal site for all unsuitable excavation material from trench excavations, including all associated works including transportation and payment of tipping fees. Disposal of all excess unsuitable excavation material from trench excavations shall be considered incidental to the Works.
- (d) Carefully excavate to expose existing pipelines and structures. Excavation within 1.0 m of the pipe shall be done using soft dig or hand excavation methods to prevent damage to the pipe.
- (e) The Contractor shall undertake all efforts to prevent freezing of soils underlying existing pipelines, bedding and backfilling will not be permitted overtop of frozen soils. Excavations left open when nighttime atmospheric temperatures are expected to drop below 0°C shall be hoarded and heated as required to keep soils and pipelines from freezing.
- (f) Provide heating and hoarding around the lower portion of the excavation and pipe during freezing conditions.

E26.8 Backfill

- (a) Backfill within 1 m of existing and proposed pavements shall be completed to CW 2030, Class 2 or Class 3 standards.
- (b) All other areas shall be backfilled with a Class 4 backfill unless otherwise noted on the Drawings.
- (c) The Contractor shall undertake all efforts to prevent excavated material intended for backfilling from freezing. Backfilling with frozen materials will not be permitted.

E26.9 Measurement and Payment

- (a) Excavation, shoring, and backfilling for excavations will be considered incidental to the utility being installed. No separate payment will be made.
- (b) Suitable excess trenching excavation used in backfill areas marked on the Drawings shall be paid under the Contract unit price for "Placing Site Material from Existing Unsuitable Material Stockpile" and will be measured on a unit basis.

E27. REINFORCED CONCRETE LAND DRAINAGE SEWER PIPE

E27.1 Description

- (a) This specification covers the requirements where reinforced concrete land drainage sewer pipe is installed using jacking methods and in a trench.

E27.2 Materials

E27.2.1 Reinforced Concrete Pipe

- (a) Reinforced concrete pipe shall conform to CW 2130, ASTM C76 and CSA A257;
- (b) Minimum pipe class as shown on Drawings;
- (c) Pipe classes for jacking pipe and pipe in a trench as shown on the Drawings are for long term design conditions and loading. The Contractor shall verify that the pipe class, strength, reinforcing and joint design are suitable for their proposed installation methods and procedures. Design of any pipe to suit installation methods is the responsibility of the Contractor. Axial load carrying capacity shall be designed in accordance with ASCE 27; for trenchless installations and ASCE 15 of trench installations as detailed on Drawings;
- (d) Reinforcement for pipe intended for trenchless installations must take into account the potential for the pipe to rotate during installation. The design of stirrups and circumferential reinforcement must not result in a preferential installation orientation for the pipe unless appropriate controls are put in place, precluding rotation of the pipe during installation;
- (e) External joint bands of jacking pipe shall conform to CW 2130 and ASTM A36;
- (f) Perform a minimum of one (1) three-edge bearing test in accordance with ASTM C76 and C497 for each size and class of pipe installed. Test shall confirm both the service cracking and ultimate load capacity of the pipe. Test shall be performed in the presence of the Contract Administrator. The pipe supplier shall provide a minimum of seven (7) Calendar Days advance notice to the Contract Administrator prior to undertaking the test.

E27.3 Submittals

E27.3.1 Submit Shop Drawings for reinforced concrete jacking pipe in accordance with ASTM C76 and E7 verifying that the pipe class, strength, reinforcing and joint design are suitable for their proposed installation methods and procedures. Design of any pipe to suit installation methods is the responsibility of the Contractor. Axial load carrying capacity shall be designed in accordance with ASCE 27; for trenchless installations and ASCE 15 of trench installations as detailed on Drawings. Shop Drawings shall include the following:

- (a) all pipe and joint dimensions;
- (b) steel reinforcement configuration.

E27.3.2 Submit quality control documentation in accordance with ASTM C76 and CW 2160. Quality control documents shall include the following:

- (a) mill tests for reinforcing steel;
- (b) concrete test results;
- (c) results from three-edge bearing test(s).

E27.4 Construction Methods

- (a) Land drainage sewers shall be installed in accordance with CW 2130 except as specified herein.
- (b) Verification of Utility Elevations as indicated in E20.4.

E27.5 Measurement and Payment

- (a) Measurement and payment for sewer installation shall be in accordance with CW 2130 as specified.

E28. CANADIAN PACIFIC KANSAS CITY RAILWAY CROSSINGS

E28.1 Description

- (a) This Specification shall cover site specific conditions required for installation of utilities beneath Canadian Pacific Kansas City (CPKC) Railway tracks and right of way. The utilities include:
 - (i) 900 mm DR35 PVC LDS in a 1200 mm Steel Casing Pipe.
 - (ii) 1050 mm ASTM C76 Class V RCP LDS.

E28.2 General

- (a) Successful approval by CPKC of the submitted CPKC crossing agreement for Item “900 mm CPKC Rail Crossing” is expected to be in place prior to April 2026 and is not expected to delay the Works of this Contract. Geotechnical reviews and detailed monitoring plans are included in Appendix B.
- (b) Provisional Item “1050 mm CPKC Rail Crossing” is dependent on the successful approval by CPKC of the CPKC crossing application currently in development. CPKC approval is expected by May 2026 after which, upon authorization from the Contract Administrator, Provisional Item “1050 mm CPKC Rail Crossing” will be awarded. The Contractor shall perform all Work included in the Provisional Item “1050 mm CPKC Rail Crossing” within the construction areas shown on the Drawings. Geotechnical reviews and detailed monitoring plans are included in Appendix C.
- (c) The Contract Administrator shall be copied on all Contractor correspondence with the CPKC Railway.
- (d) Any work within 15.24 m (50 feet) of the nearest rail will require CPKC flagging.
- (e) Appendix L - CPKC 2025 Flagging Application Form indicates requirements and timelines for CPKC flagging requests.

E28.2.1 Under no circumstances will the Contractor be allowed to cross the CPKC Railway directly from Parcel A to Parcel B or from Parcel B to Parcel A or within the CPT ROW.

E28.3 Schedule

- (a) No utility under crossing activities shall occur between the dates of January 1 and March 31 in any calendar year.
- (b) Flagging times are typically between 08:00 and 14:30, including travel time.
- (c) Extended hours, beyond those identified in E28.3(b), require a request to CPKC and are subject to approval.
- (d) Work within the Zone of Potential Train Loading (ZPTL) as indicated on the Drawings must be completed from start to finish within a working week (i.e. typically five (5) consecutive Working Days), under no circumstances can Work within the ZPTL be extended into the next working week once started or occur over a weekend or holiday.

E28.4 Safety

- (a) The Contractor shall adhere to the latest edition of CPKC’s “Minimum Safety Requirements for Contractors Working on CPKC Property in Canada”, the January 20, 2020 version is

included in Appendix M. CPKC Railway have the right to stop all work that does not comply with their safety requirements or that they deem is unsafe.

- (b) The Contractor shall at all times conduct his operations in a responsible manner to avoid damage to trackage or property on railway right-of-way. It shall be his responsibility that all workers and persons employed by him or his agents, or under his control shall use due care that no person or property is injured, and that no rights are infringed in the execution of the work.
- (c) No work that will impede railway traffic shall be undertaken without proper flagging protection. Should a flag person be provided for any portion of the Work, the Contractor will adhere to the instructions given by the flag person or foreman in charge.
- (d) The Contractor's forces shall co-operate fully with the CPKC flag persons in the regulation of construction machinery and manpower on the CPKC right-of-way. No work or entry onto the railway right-of-way at any time shall be undertaken without proper flagging protection.
- (e) Care must be taken to ensure that no obstructions or hazards are created on CPKC Railway tracks that will interfere with the safe passage of trains. The Contractor shall not erect or allow to be erected any structure nor place any machinery or equipment within the right of way, without prior approval of CPKC.
- (f) The Contractor is responsible for the proper care and storage of work equipment at night, and at other times when equipment is not in use. All reasonable precaution must be taken to protect the equipment against unauthorized use, damage or tampering. Equipment stored on the right-of-way must be clear of the operation tracks.
- (g) The Contractor shall erect markers, barricades or fences as required and post signs to warn all persons working on this project not to trespass on railway company property. No crossing or entry into the CPKC Railway right of way by any vehicles or equipment will be permitted. Enter into the CPKC Railway right of way only under the supervision of CPKC Rail railway flag persons for work necessary: utility clearances, track settlement monitoring operations.

E28.5 Coordination

- (a) The Contractor shall be responsible for coordinating their work with CPKC Railway, this includes leading a CPKC pre-construction meeting(s), which are to be scheduled no later than one week before the start of work.
- (b) The Contractor shall be responsible for any charges levied by CPKC for track removal, replacement, or realignment and the Railway Company inspection or supervision of the work if the Company deems such is required.
- (c) It is the Contractor's responsibility to provide the Contract Administrator sufficient notice in accordance with the "CPKC Flagging Application Form" the estimated total number of days a CPKC flag person is requested for based upon their intended work methodologies and contingencies.
- (d) The flagging foreman must be forewarned of any equipment changes or extensions of the Work limits or changes in Work shift time in order that, amongst other things, a determination can be made if additional flagging protection is required. It will be the responsibility of the Contractor to advise the flagging foreman each day of the next workday's activities, shift times and durations, including any of the aforementioned changes.

E28.6 Shoring and Track Settlement Monitoring Program

- (a) The Contractor shall install track monitoring surface and sub-surface monitoring points as shown on the Drawings a minimum of 5 days prior to construction commencement.
- (b) Required track monitoring program is detailed in Appendix B for the "900 mm CKPC Rail Crossing" and Appendix C for the Provisional Item "1050 mm CPKC Rail Crossing".
- (c) The Contractor shall permit the Contract Administrator access to the Site to collect elevations required for the monitoring program prior to, during the course of and following the completion of each undercrossing.

- (d) The Contractor shall take immediate actions if reported shoring or track movements are reported as Alert or Action thresholds indicated.

E28.7 Submissions

- (a) A minimum of ten (10) Business Days prior to undertaking the work provide a detailed work plan for each crossing. The plan should include:
 - (i) Overall Work Plan addressing:
 - ◆ Excavation and shoring procedures;
 - ◆ Installation method statement;
 - ◆ Backfill and shoring removal;
 - ◆ Restoration;
 - ◆ Recovery plan, outlining the steps to be implemented in the event of failure.
 - (ii) All equipment to be used to construct each under crossing.
- (b) A detailed day by day schedule.

E28.8 Measurement and Payment

- (a) All charges for flagging services shall be borne by the City which has set an allocated budget of \$30,000 for the "900 mm CPKC Rail Crossing" and \$30,000 for the "1050 mm CPKC Rail Crossing". Funds within each of the allocated budgets are considered separate to each CPKC Rail Crossing and cannot be transferred or combined.
- (b) All costs associated with the number of days a CPKC flag person is being requested for by the Contractor shall be limited to the allocated budget of \$30,000 for each CPKC Rail crossing.
- (c) Should costs associated with the number of days a CPKC flag person is being requested for by the Contractor exceed the allocated budget of \$30,000 for either CPKC Rail Crossing, these costs shall be borne by the Contractor and deducted from the Contractor's monthly progress estimate.
- (d) All other costs associated with working in close proximity to rail infrastructure as outlined herein will be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E29. CPKC 1200 CASING AND 900 CARRIER PIPE INSTALLATION

- E29.1 This Section details the installation of the 1200 mm steel casing pipe and 900 mm SDR-35 PVC land drainage sewer crossing CPKC railway tracks and right-of-way.

E29.2 Submittals

- E29.2.1 Submit Shop Drawings for the following in accordance with E7:

- (a) Excavation and shoring drawings shall be sealed by a Professional Engineer, registered in the Province of Manitoba, experienced in the design of shoring systems for the excavation method proposed.
- (b) Trenchless installation methodology, including supporting axial forces demonstrating the proposed steel pipe is of suitable strength for installation, sealed by a Professional Engineer.
- (c) Steel casing pipe.
- (d) Casing spacers and hardware, including recommendation for spacer placement.
- (e) Casing end seal.
- (f) All other materials specified herein.

- E29.2.2 The Contractor shall submit a Construction Method Statement in accordance with E7 with the following additional information:

- (a) Land drainage sewer construction sequencing, including;
 - (i) casing pipe installation method;
 - (ii) land drainage sewer installation through casing pipe;
 - (iii) Tie-in's to CP-MH1 and CP-MH2.

E29.3 Materials

E29.3.1 Steel Casing Pipe

- (a) Further to Section 3.5 of CW 2110, casing pipe for pipe crossings under railways shall be Standard Black Steel ASTM A53 Grade B ERW, wall thickness as noted on the drawings, minimum yield strength 241MPa, nominal diameter as indicated on the Drawings.
- (b) Joint: Continuous Welded Joint.

E29.3.2 Metallic Casing Spacers

- (a) Casing spacers shall be constructed from type 304 stainless steel.
- (b) Casing spacers shall be supplied complete with glass reinforced polymer runners.
- (c) Minimum band thickness: 14 Gauge.
- (d) Minimum riser thickness: 10 Gauge.
- (e) Hardware shall be 304 stainless steel.
- (f) The Contractor shall determine the carrier pipe weight taking the following into consideration:
 - (i) Carrier pipe: 900 mm SDR-35 PVC pipe.
 - (ii) Carrier pipe is full of water.
 - (iii) Max casing spacer separation: 1.80 m.
 - (iv) Spacers shall be placed on both sides of pipe joints a maximum of 600 mm from the joint and as recommended by the manufacturer.
 - (v) The casing spacer supplier shall confirm the load carrying capacity of the spacer and provide maximum spacing recommendations based on the applied loads and capacity of the casing spacer.
- (g) Approved Products:
 - (i) Stainless Steel Casing Spacers Model "CSS12" produced by CCI Piping Systems.
 - (ii) or approved equal in accordance with B7.

E29.3.3 Casing End Seals

- (a) Ends of the casing shall be sealed against the carrier pipe to prevent water and soil transfer into the annulus.
- (b) End seal shall be a pull on or wrap around style complete with stainless steel Type 304 minimum bands for both the casing and carrier pipe connections.
- (c) Seal shall be manufactured from 3.175 mm (1/8") thick EPDM 60 rubber.
- (d) The overlap portions of the rubber shall be sealed to provide a watertight membrane.
- (e) Approved Products:
 - (i) Model "ESC" Pull-on or Model "ESW" Wrap Around End Seal produced by CCI Piping Systems.
 - (ii) Or approved equal in accordance with B7.

E29.3.4 Shoring

- (a) Shoring shall be provided for excavations in accordance with E26.

- (b) Excavation shoring shall be designed to accommodate the installation of the casing pipe and all pipe and fittings.
- (c) All shoring systems shall comply with Manitoba Workplace Safety and Health requirements.
- (d) Shoring Restrictions:
 - (i) Shoring limits shall not encroach any closer to the CPKC railway tracks right-of-way than shown on the drawings. The exact dimensions of the shaft are the sole responsibility of the Contractor. Dimensions shown on Drawings are for indicative purposes only.

E29.3.5 Trenchless Casing Pipe Installation

- (a) Verify grade and elevation of the casing during installation using laser levelling equipment.
- (b) Remove all soil and debris from the casing pipe upon completion of jacking installation.
- (c) Remove all temporary thrust blocks upon completion of installation.
- (d) Support land drainage sewer pipe on casing spacers as indicated on the Drawings.
- (e) Install casing pipe in accordance with Section E21 and as specified herein:
 - (i) Equipment used for trenchless pipe installation shall be capable of maintaining the alignment and grade with the specified tolerances in CW2130. The Contractor must be able to demonstrate the alignment capabilities of the proposed equipment and their ability to maintain alignment and grade tolerance.
 - (ii) Jacking methods shall be selected such that at any given time during the casing installation process the bore hole is fully supported with a maximum overbore of 25 mm. Acceptable methods for installation include use of a guided auger bore method or guided pipe ram.
 - (iii) The Contractor shall be aware of the possibility of encountering boulders or other solid obstructions within the proposed bore path. Notify the Contract Administrator immediately upon encountering changes in ground conditions.
 - (iv) Installation methods include Guided Auger Bore (GAB), guided pipe ramming or other methods accepted by the Contract Administrator in accordance with B7.

E29.3.6 Installation of 900 mm Land Drainage Sewer Pipe in a Casing Pipe

- (a) Complete installation within casing pipe in accordance with CW 2110 and as noted herein. Otherwise, complete installation in accordance with CW 2130.
- (b) The Contractor shall install the land drainage sewer piping in such a manner as to not separate or over insert the PVC pipe joints in accordance with manufacturer recommendations.
- (c) Install casing spacers as per the manufacturer's recommendations.

E29.4 Measurement and Payment

E29.4.1 Completion of the CPKC 1200 Casing and 900 mm Carrier Pipe shall be paid for at the Contract Lump Sum Price for "900 mm CPKC Rail Crossing"

E29.4.2 Payment for the 1200 mm steel casing pipe and 900 mm carrier pipe installation shall include the following:

- (a) Design, supply, installation, and removal of shoring;
- (b) Erection of all temporary fencing;
- (c) Development of site access;
- (d) Excavation and disposal of all unused excavated material;

- (e) Supply and installation of casing pipe;
- (f) Supply and installation of 900 mm land drainage sewer pipe in a 1200 mm casing pipe;
- (g) Supply and installation of casing spacers, and end seals;
- (h) Supply and placement of backfill;
- (i) Supply and placement of warning signs;
- (j) Any and all other work and materials specified herein and required to complete the work as specified.

E29.4.3 The Contractor shall provide a breakdown of pricing for the items referenced in E29.4.2 which subject to review and approval by the Contract Administrator shall be used as a basis for partial payment of the lump sum item "900 mm CPKC Rail Crossing" based on progress of work completed.

E30. (PROVISIONAL ITEM) CPKC 1050 RAILWAY CROSSING INSTALLATION

E30.1 This Section details the installation of the 1050 mm ASTM C76 Class V RCP land drainage sewer crossing CPKC railway tracks and right-of-way.

E30.2 Submittals

E30.2.1 Submit Shop Drawings for the following in accordance with E7:

- (a) Excavation and shoring drawings shall be sealed by a Professional Engineer, registered in the Province of Manitoba, experienced in the design of shoring systems for the excavation method proposed.
- (b) Trenchless installation methodology, including supporting axial forces demonstrating the proposed reinforced concrete pipe is of suitable strength for installation, sealed by a Professional Engineer.
- (c) Reinforcing steel.
- (d) All other materials specified herein.

E30.2.2 The Contractor shall submit a Construction Method Statement in accordance with E7 with the following additional information:

- (a) Land drainage sewer construction sequencing, including;
 - (i) Land drainage sewer installation method;
 - (ii) Tie in to MH-11;
 - (iii) Pre-cast concrete plug for future 1050 mm LDS.

E30.3 Materials

E30.3.1 Shoring

- (a) Shoring shall be provided for excavations in accordance with E26.
- (b) Excavation shoring shall be designed to accommodate the installation of all pipe and fittings.
- (c) All shoring systems shall comply with Manitoba Workplace Safety and Health requirements.
- (d) Shoring Restrictions:
 - (i) Shoring limits shall not encroach any closer to the CPKC railway tracks right-of-way than shown on the drawings. The exact dimensions of the shaft are the sole responsibility of the Contractor. Dimensions shown on drawings are for indicative purposes only.

E30.3.2 Trenchless Pipe Installation

- (a) Reinforced concrete pipe shall be installed with a bore diameter equal to that of the pipe's outside diameter.
- (b) Verify grade and elevation of the pipe during installation using laser levelling equipment.
- (c) Remove all temporary thrust blocks upon completion of installation.
- (d) Install reinforced concrete pipe in accordance with Section E27 and as specified herein:
 - (i) Equipment used for trenchless pipe installation shall be capable of maintaining the alignment and grade with the specified tolerances in CW2130. The Contractor must be able to demonstrate the alignment capabilities of the proposed equipment and their ability to maintain alignment and grade tolerance.
 - (ii) Jacking methods shall be selected such that at any given time during the casing installation process the bore hole is fully supported with a maximum overbore of 25 mm. Acceptable methods for installation include use of a guided auger bore method.
 - (iii) The installation of a temporary steel casing with matching outside diameter and installed by guided auger boring (with soil plug) is permitted. The Contractor is responsible to design for loading conditions.
 - (iv) The Contractor shall be aware of the possibility of encountering boulders or other solid obstructions within the proposed bore path. Notify the Contract Administrator immediately upon encountering changes in ground conditions.
 - (v) Installation methods include Guided Auger Bore (GAB) or other methods accepted by the Contract Administrator in accordance to B7.

E30.4 Measurement and Payment (Provisional Item)

- E30.4.1 Completion of the CPKC 1050 Railway Crossing Installation shall be paid for at the Contract Lump Sum Price for "1050 mm CPKC Rail Crossing".
- E30.4.2 Payment for the 1050 mm ASTM C76 Class V RCP land drainage sewer installation shall include the following:
 - (a) Design, supply, installation, and removal of shoring;
 - (b) Erection of all temporary fencing;
 - (c) Development of site access;
 - (d) Excavation and disposal of all unused excavated material;
 - (e) Supply and installation of 1050 mm land drainage sewer pipe;
 - (f) Supply and placement of backfill;
 - (g) Supply and placement of warning signs;
 - (h) Any and all other work and materials specified herein and required to complete the work as specified.
- E30.4.3 The Contractor shall provide a breakdown of pricing for the items referenced in E30.4.2 which subject to review and approval by the Contract Administrator shall be used as a basis for partial payment of the lump sum item "1050 mm CPKC Rail Crossing" based on progress of work completed.

E31. WARNING SIGNS

E31.1 Description

- (a) This specification covers the supply and installation of permanent warning signs required to identify the presence of new pipelines at railway crossings.

E31.2 Materials

- (a) Galvanized Steel Posts:
 - (i) 38 mm nominal diameter schedule 40 steel pipe conforming to the latest revision of CAN-Z245.1.
 - (ii) O.D. = 48.3 mm.
 - (iii) Wall thickness = 3.7 mm.

E31.3 Warning Sign

- (a) Aluminum sheet size as indicated on the Drawings.
- (b) Black lettering on white Type VIII retroreflective sheeting (ASTM D4956).

E31.4 Construction Methods

- (a) Install warning signs as indicated on the Drawings.

E31.5 Measurement and Payment

- (a) Supply and installation of warning signs shall be considered incidental to the Work for Items "900 mm CPKC Rail Crossing", "Pre-cast Pond Inlet/Outlet Structures" and Provisional Item "1050 mm CPKC Rail Crossing". No separate measurement or payment will be made.

E32. PRE-CAST CONCRETE BOX MANHOLES

E32.1 Description

- (a) This specification shall cover the supply and installation of pre-cast concrete box manholes and shall supplement CW 2130.

E32.2 Submittals

- (a) Submit shop drawings in accordance with CW 1110 and E7 of this specification showing pipe openings, reinforcing, and joint details, signed and stamped by a Professional Engineer registered in the Province of Manitoba.

E32.3 Materials

- (a) Pre-cast concrete box sections to ASTM C1433 complete with slab top and base.
 - (i) Height: As indicated on the Drawings.
 - (ii) All costs for increasing manhole size to accommodate upsizing of the pipe shall be borne by the Contractor.
- (b) Pre-cast concrete circular sections, benching, frames, covers, and rungs as per CW 2130.
- (c) Tolerance: Within 150 mm of design, as indicated on the Drawings.

E32.4 Construction Methods

- (a) Construct in accordance with CW 2130 and manufacturer's recommendations.

E32.5 Measurement and Payment

- (a) Manhole installation including frames, covers, box sections, risers, base, and other accessories and appurtenances shall be paid under the Contract unit price for "Pre-cast Concrete Box Manhole" and will be measured on a unit basis for each manhole installed.

E33. CONNECTION TO EXISTING 900 LDS AT MAIN STREET

E33.1 Description

- (a) This Specification supplements and amends the City of Winnipeg Standard Construction Specification CW 2130 Gravity Sewers and shall cover the connection of the new 900 mm land drainage sewer to the existing 900 mm land drainage sewer by construction of a cast-in-place concrete collar.

E33.2 Materials

- (a) Excavation, Bedding and Backfill
 - (i) As per CW 2030, E24, and Drawings.
- (b) Formwork, Reinforcing Steel and Concrete
 - (i) As per CW 2160 and Drawings.
- (c) Concrete Mix Design
 - (i) As per CW 2160 and Drawings.
- (d) Extrudable Water Stop
 - (i) Gun Grade extrudable polyurethane based water stop, SikaSwell S2 by Sika, or Approved Equal in accordance with B7.

E33.3 Submittals

- (a) Shoring design in accordance with CW 2030.
- (b) Reinforcing steel Shop Drawings and concrete mix design in accordance with CW 2160.

E33.4 Construction Methods

- (a) As per CW 2160 and Drawings.
- (b) Confirm locations and elevations of existing utilities prior to construction. Protect and support existing utilities in accordance with the requirements of the utility owner. Utilities may not be interrupted. Any proposed interruptions or temporary relocations will require permission of the utility owner and Contract Administrator.

E33.5 General

- (a) As per E34 the Red River may back up into the existing 900 mm LDS under NSWL conditions, therefore isolation of the Work may be necessary.

E33.6 Measurement and Payment

- (a) The connection of the new 900 mm land drainage sewer to the existing 900 mm land drainage sewer shall be paid for at the Contract Lump Sum Price for "Connection to Existing LDS – 900 mm to 900 mm". The Lump Sum Price shall include but not be limited to locating and excavating to the existing pipe, removal of existing plug, constructing a cast-in-place concrete collar connection to the existing sewer, shoring, isolation from elevated Red River water levels, dewatering, bedding, backfill and performing all operations necessary to complete the Works as specified and as indicated on the Drawings including all items incidental to the Works.

E34. PRE-CAST CONCRETE PLUGS FOR FUTURE 1050 & 1800 LDS

E34.1 Description

- (a) This Specification supplements the City of Winnipeg Standard Construction Specification CW 2130 Gravity Sewers and shall cover the supply and installation of temporary plugs on the new 1050 land drainage sewer east of the CPKC Railway crossing (Provisional Item) and the new 1800 land drainage sewer south of MH-2.

E34.2 Construction Methods

- (a) As per CW 2130 and Drawings.
- (b) Install a watertight pre-cast removable plug at the end of the land drainage sewer to allow for future connection.

E34.3 Measurement and Payment

- (a) Supply and installation of temporary plugs shall be paid under the Contract Lump Sum Price for "Plugging Large Diameter Sewers (1800 mm)" and "Plugging Large Diameter Sewers (1050 mm)" (Provisional Item), which price shall be payment in full for supplying all

materials and for completing all operations herein described and all other items incidental to the work included in this Specification, and accepted by the Contract Administrator.

- (b) There shall be no measurement or payment for excavation, base or backfill. These items shall be included in payment for the Pre-Cast Concrete Plugs.

E35. RED RIVER WATER LEVELS

- E35.1 The existing 900 mm LDS and 1800 mm LDS Outfall on John Black Avenue discharges directly to the Red River. The Red River may back up into the 900 mm LDS under Normal Summer Water Level (NSWL) conditions, therefore isolation of the Work may be necessary depending on means and methods of the Contractor. The Contractor shall be responsible to isolate the work area from elevated river levels by means of plugs, sandbag dikes, or other means. Blocking of the 1800 mm LDS Outfall on John Black Avenue is not permitted.
- E35.2 Normal Red River water levels are as follows.
 - (a) Normal Summer Water Level (NSWL) (normally early June to late October) – 223.42 m geodetic (approximate);
 - (b) Winter Water Level (NWWL) (normally late November to late March) – 221.77 m geodetic (approximate).
- E35.3 Red River water levels rise considerably in the spring (typically mid March) due to ice break-up and snow melt. River crest elevations of 228.00 m geodetic or higher are not unusual.
- E35.4 River elevation may also increase in the summer due to heavy rainfall in the areas south of Winnipeg. Summer river crests are usually lower and of shorter duration than spring crests.
- E35.5 No work on riverbanks or areas potentially in flood plain shall be scheduled after March 15 of a given year. The Contractors shall be prepared at all times to evacuate the work area due to sudden changes in river elevations and flows.
- E35.6 The following web site link <https://legacy.winnipeg.ca/waterandwaste/flood/riverLevels.stm> graphs historic Red River levels month by month back to 1990. The elevations shown are in imperial measurement and are referenced to “James Avenue Datum” which is elevation 221.76 m geodetic.
- E35.7 Submittals
 - (a) The Contractor shall submit a plan documenting the procedures, materials and equipment which will be used to isolate the work site from the river prior to mobilizing to site.
- E35.8 Measurement and Payment
 - (a) No measurement of payment shall be made for protection of the site from river levels.

E36. PRE-CAST POND INLET/OUTLET STRUCTURES

- E36.1 Description
 - E36.1.1 This Specification covers all operations relating to the installation of the new pre-cast inlet/outlet structures in the Dry Pond, complete with anti-seepage collars.
 - E36.1.2 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 Works as hereinafter specified.
 - E36.1.3 Referenced Standard Construction Specifications
 - (a) CW 1130 – Site Requirements.
 - (b) CW 2030 – Excavation Bedding and Backfill.

E36.2 Materials

E36.2.1 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 acceptance by the Contract Administrator.

E36.2.2 Pre-cast Pond Inlet/Outlet Structures

- (a) Supply a pre-cast pond inlet structure and outlet structure to ASTM C1433, as per E32 and shown on the Drawings.

E36.2.3 Extrudable Water Stop

- (a) Gun Grade extrudable polyurethane based water stop, SikaSwell S2 by Sika, or Approved Equal in accordance with B7.

E36.2.4 Anti-Seepage Collars

- (a) Supply anti-seepage collars to meet or exceed the specification of the approved products listed below and be installed in accordance with the manufacturer's instructions and recommendations:
 - (i) AquaBlock 2080FW #8.
 - (ii) Industrial Drilling Products HOLEPLUG.
 - (iii) or Approved Equal in accordance with B7.

E36.2.5 Miscellaneous Metals

- (a) Steel:
 - (i) Structural steel shapes and accessories shall conform to CSA Standard G40.21-92, 300 MPa, except 350 MPa Class C for H.S.S. steel shapes, Grade W Structural Quality Steels (2C).
 - (ii) All metal shall be free from scale, buckles, pits and other defects. All structural steel shall be hot dip galvanized upon completion of component fabrication.
- (b) Fasteners:
 - (i) Anchor bolts and other fasteners shall be stainless steel and shall conform to ASTM A276 Type 316 unless otherwise shown on the Drawings.
- (c) Coatings:
 - (i) All steel components shall be galvanized in accordance with ASTM A123/A123M.
 - (ii) All steel fasteners shall be galvanized in accordance with ASTM A153/A153M.
 - (iii) All steel components shall be prepared to "near white" in accordance with SSPC SP-10.

E36.2.6 Miscellaneous Materials

- (a) Supply all miscellaneous materials as noted on the Drawings.

E36.2.7 Backfill

- (a) Backfill shall be in accordance with CW 2030, Class 2 backfill except compaction shall be to a density of 95% of the maximum dry density as determined by the Standard Proctor Compaction Test.

E36.3 Construction Methods

E36.3.1 Miscellaneous Metals

- (a) Assembly:
 - (i) Material intended for use in the various assemblies shall be straight, clean, sharply defined profiles, assembled in such a way that no disfigurements will show in the finished work, or impair the strength. Upon completion of fabrication and assembly, all exposed steel shapes shall be hot dip galvanized.

(b) Welding:

- (i) All steel welding shall conform to CSA Standard W.59-M1989. The fabricator shall be fully approved by the Canadian Welding Bureau, in conformance with CSA Standard W.47.1. Welding shall be done by currently licensed welders only. Welding spatter and other fabricator burrs where exposed shall be ground or filed smooth and left ready for subsequent operations.

E36.3.2 Anti-Seepage Collars

- (a) Seepage cutoff collars shall be placed at locations and to dimensions shown on the Drawings.
- (b) Seepage cutoff collars shall be placed against / within undisturbed in-situ material as shown on the Drawings.

E36.4 Measure and Payment

E36.4.1 Pre-cast Pond Inlet/Outlet Structure

- (a) Construction of the pre-cast pond inlet structure and outlet shall not be measured. This Item of Work will be paid for at the Contract Lump Sum Price for "Inlet Structure" and "Outlet Structure", which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification, and accepted by the Contract Administrator. The proposed cast-in-place concrete collar connections to the inlet structure and outlet structure and the supply and installation of warning signs will be included in the lump sum payment.
- (b) There shall be no additional measurement or payment for miscellaneous materials for the pond inlet/outlet structure. It shall be included in payment for pre-cast pond inlet/outlet structure.
- (c) There shall be no measurement or payment for excavation, base or backfill. These items shall be included in payment for the pre-cast pond inlet/outlet structure.

E36.4.2 Anti-Seepage Collars

Supply and installation of seepage cutoff collars shall be paid under the Contract Lump Sum Price for "Supply and Install Anti-Seepage Collars (900 mm)" and "Supply and Install Anti-Seepage Collars (Twin 1350 mm)", which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification, and accepted by the Contract Administrator.

E37. RESTORATION EAST OF GIBBS STREET AND ALONG MAIN STREET

E37.1 Description

- E37.1.1 Further to CW 3520 and CW 3540, this specification shall define the requirements for the restoration of all areas east of Gibbs Street and along Main Street.

E37.2 Materials

- (a) Shall be in accordance with CW 3520 and CW 3540.

E37.3 Construction Methods

- E37.3.1 All disturbed areas east of Gibbs Street and along Main Street shall be restored in accordance with CW 3520 and CW 3540.

E37.4 Measurement and Payment

- E37.4.1 No measurement for payment will be made for restoration of all disturbed areas east of Gibbs Street and along Main Street. Include all costs in the cost of "Land Drainage Sewers" installation.

E38. HYDRO SEEDING OF DRY POND AREA

E38.1 Description

- (a) General:
 - (i) Further to CW 3520 and CW 3540, this specification covers supply (if required) and placement of topsoil and seed in the Dry Pond area as designated on the Drawings.
- (b) Reference Standard Construction Specifications:
 - (i) CW 3520 Seeding.
 - (ii) CW 3540 Topsoil and Finish Grading for Establishment of Turf Areas.

E38.2 Materials

- (a) Topsoil:
 - (i) The existing topsoil stockpile on Parcel C as designated on the Drawings shall be utilized for areas to be seeded.
 - (ii) Topsoil that is stripped and stockpiled in accordance with CW 3110 shall be utilized for areas to be seeded.
 - (iii) Topsoil shall only be imported to cover areas to be seeded if the stockpiled topsoil (i) and (ii) is first depleted.
- (b) Fertilizer:
 - (i) A complete synthetic, slow-release starter fertilizer with an N-P-K analysis of 8-32-16 shall be placed at a rate recommended by the manufacturer. Fertilizer shall have 35% of nitrogen content in water-insoluble form.
- (c) Grass Seed:
 - (i) Two seed mixtures, defined below, shall be spread on this site as per the areas defined in the Drawings.

Seed Mix 1		
Common Name	Botanical Name	Percentage of Mix
Black Eyed Susan	Rudbeckia hirta	3
Canada Wild Rye	Elymus canadensis	20
Fox Sedge	Carex vulpinoides	17
Indiangrass	Sorghastrum nutans	15
New England Aster	Aster novae-angliae	3
Spotted Joe Pye Weed	Eupatorium maculatum	1
Switchgrass	Panicum virgatum	20
Virginia Wild Rye	Elymus virginicus	20
Wild Bergamot	Monarda fistulosa	1
Seed Mix 2		
Common Name	Botanical Name	Percentage of Mix
Autumn Bentgrass	Agrostis perennans	30
Black Eyed Susan	Rudbeckia hirta	10
Bottle Brush Grass	Elymus hystrix	5
Little Bluestem	Schizachyrium scoparium	20
New England Aster	Aster novae-angliae	3
Oats	Avena sativa	30
Wild Bergamot	Monarda fistulosa	2

- (d) Mulch:

- (i) Specifically manufactured for use in hydraulic seeding equipment, non-toxic, water activated, green colouring, free of germination and growth-inhibiting factors with the following properties:

Type 1 Mulch:

- ◆ Made from wood cellulose fibre.
- ◆ Organic matter content: 95% ± 0.5%.
- ◆ Value of pH: 6.0.
- ◆ Minimum potential water absorption: 900%.

- (e) Tackifier:

- (i) Water dilutable, liquid dispersion.

- (f) Water:

- (i) Free from impurities that would inhibit germination and growth.

E38.3 Construction Methods

- (a) Do not perform work during inclement weather conditions or under adverse field conditions such as frozen ground or ground covered with snow, ice, or standing water.
- (b) Seed mix shall be applied through hydraulic seeding (hydroseed) method. Hydroseed shall include seed mix, mulch, tackifier, water and fertilizer. Prepare and apply hydraulic slurry as per E38.4 and E38.5 below.
- (c) Two seed mixtures, defined above, shall be spread on this site as shown in the Drawings and as described herein. Mix 1 shall be seeded on the bottom of the Dry Pond. Mix 2 shall be seeded on the slopes of the Dry Pond on Parcel C.
- (d) Nurse Crop: If seeding is to occur between May – September, nurse crop shall be 50% Oats (*Avena sativa*) and 50% Barley (*Hordeum vulgare*). If seeding is to occur between October to November, nurse crop shall be 100% Winter Wheat (*Triticum aestivum*). All nurse crop is to be applied at a rate of 60 kg/ha. Further to CW 3520, the established turf area shall be mowed at regular intervals to a height of 50-60 mm. To ensure seedling vigour and limit damage to the leaf tissue, only sharp mower blades shall be used.

E38.4 Preparation of Slurry

- (a) Combine water, seed, mulch, and tackifier until a uniform slurry using hydraulic seeding equipment equipped with continuous agitation to maintain proper mix consistence.
- (b) Charge required water into seeder. Add material into hydraulic seeder under agitation. Pulverize mulch and charge slowly into seeder.
- (c) After materials are in the seeder and well mixed, charge tackifier into seeder and mix thoroughly to complete slurry.

E38.5 Slurry Application:

- (a) Hydraulic seeding equipment:
 - (i) Slurry tank.
 - (ii) Agitation system for slurry being capable of operating during charging of tank and during seeding, consisting of recirculation of slurry/mechanical agitation method.
 - (iii) Capable of seeding by 50 m hand operated hoses and appropriate nozzles.
 - (iv) Tank volume being certified by certifying authority and identified by authorities "Volume Certification Plate".
- (b) Slurry Mixture applied:
 - (i) Seed: Seed mixes at a rate of 25 kg/ha.
 - (ii) Mulch: Type 1, at a rate of 1,250 kg/ha.
 - (iii) Tackifier: 20 kg/ha.
 - (iv) Water: Minimum 30,000 L/ha.

- (v) Fertilizer: As noted in E38.2(b).
- (c) Apply slurry uniformly, at optimum angle of application for adherence to surfaces and germination of seed.
 - (i) Using correct nozzle for application.
 - (ii) Using hoses for surfaces difficult to reach and to control application.
- (d) Blend application 300 mm into adjacent grass areas, sodded areas and previous applications to form uniform surfaces.
- (e) Re-apply where application is not uniform.
- (f) Remove slurry from items and areas not designated for spraying.
- (g) Protect seeded areas from trespass.
- (h) Remove protection devices as directed by Contract Administrator.

E38.6 Maintenance during Establishment Period

- (a) Repair and reseed dead or bare spots to allow establishment of seed prior to acceptance.
- (b) Fertilize seeded areas ten (10) weeks after germination provided plants have mature true leaves in accordance with fertilizing program. Spread half of required amount of fertilizer in one (1) direction and remainder at right angles.
- (c) Control weeds by mechanical or chemical means utilizing acceptable integrated pest management practices.

E38.7 Acceptance

- (a) Seeded areas will be accepted provided that:
 - (i) Plants are uniformly established and seeded areas are free of rutted, eroded, bare or dead spots; and
 - (ii) Areas have been fertilized.
- (b) Areas seeded in fall will achieve final acceptance in following spring, one (1) month after start of growing season provided acceptance conditions are fulfilled.
 - (i) Seed review inspection shall follow a 30-, 60-, and 90-day growing period after seeding.

E38.8 Maintenance During Warranty Period

- (a) Perform following operation from time of acceptance until end of warranty period:
 - (i) Repair and reseed dead or bare spots to satisfaction of Contract Administrator; and
 - (ii) Fertilize seeded areas in accordance with fertilizing program. Spread half of required amount of fertilizer in one (1) direction and remainder at right angles.

E38.9 Measurement and Payment

- (a) Hydro Seeding will be measured and paid for in accordance with City of Winnipeg Standard Construction Specification CW 3520 for Seeding and CW 3540 for Topsoil and Finish Grading.

E39. CASH ALLOWANCE FOR ADDITIONAL WORK

E39.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:

- (a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.
- (b) Heritage Resource Impacts.
- (c) Removal of Abandoned Basements or Wells.

E39.2 A cash allowance has been included on Form B: Prices.

- E39.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.
- E39.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.
- E39.5 Additional services and/or Work will not be initiated for:
- (a) Reasons of lack of performance or errors in execution.
 - (b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.
- E39.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.
- E39.7 Material Mark-Up Factors in accordance with C7:
- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
 - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
 - (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
 - (d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%):
 - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);
 - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
 - (e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
 - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.
- E39.8 In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
- F1.1.1 any Work within City facilities other than:
- (ii) an underground structure such as a manhole;
 - (iii) in areas and at times normally open to the public;
- F1.1.2 communicating with residents and homeowners in person or by telephone;
- F1.1.3 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.