



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 938-2011

**MINNETONKA STREET AND RIVER ROAD OUTFALL GATE CHAMBERS
CONSTRUCTION AND UPGRADES**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	6
Form G2: Irrevocable Standby Letter of Credit and Undertaking	8

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	1
B6. Bid Components	2
B7. Bid	3
B8. Prices	4
B9. Qualification	4
B10. Bid Security	5
B11. Opening of Bids and Release of Information	6
B12. Irrevocable Bid	6
B13. Withdrawal of Bids	6
B14. Evaluation of Bids	7
B15. Award of Contract	7

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Notices	1
D6. Furnishing of Documents	2

Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	2
D9. Insurance	2
D10. Performance Security	3
D11. Detailed Prices	3
D12. Detailed Work Schedule	4

Schedule of Work

D13. Commencement	4
D14. Substantial Performance	5
D15. Total Performance	5
D16. Liquidated Damages	5
D17. Scheduled Maintenance	6

Control of Work

D18. Job Meetings	6
D19. Traffic Control and Maintenance of Access	6
D20. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	7
D21. Traffic Control and Maintenance of Access	7

Measurement and Payment

D22. Payment Schedule	7
-----------------------	---

Warranty

D23. Warranty	7
Form H1: Performance Bond	8
Form H2: Irrevocable Standby Letter of Credit	10
Form I: Detailed Prices	12

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. equipment supplied by the city	1
E3. Provisional Items	2
E4. Dangerous Work Conditions	2
E5. Mobilization and Demobilization	3
E6. Protection of Existing Trees	3
E7. Waterway By-law	3
E8. Shop Drawings	3
E9. Flow Control	5
E10. Cast-In-Place Concrete Gate Chamber Addition Construction, new gate chamber construction & Removal of Existing Manhole	6
E11. Pre-Cast Concrete Manhole	9
E12. Cast Iron Sluice Gates	10
E13. Cast Iron Flap Gates	11
E14. Foundation Waterproofing	13
E15. Miscellaneous Metal Fabrications	15
E16. outfall chamber construction Temporary Surface Restoration and Maintenance	17
E17. Outfall gate chamber Surface Restoration	17
E18. Miscellaneous Concrete Slab Renewals - Sidewalks	17
E19. Concrete Curb Renewals	17
E20. 250mm wastewater sewer Temporary Surface Restorations	18
E21. Backfill Under Temporary Surface Restorations for 250mm wastewater sewer construction	18
E22. Snow Clearing	18
E23. Video Inspection of Services Within Limits of Renewal	19

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MINNETONKA STREET AND RIVER ROAD OUTFALL GATE CHAMBERS CONSTRUCTION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 02, 2011.

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

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his 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 B14.
- B5.9 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B6. BID COMPONENTS

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;

(c) Bid Security

- (i) Form G1: Bid Bond and Agreement to Bond, or
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or
a certified cheque or draft;

B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.

B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B6.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B6.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.

B6.5 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.

B6.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).

B6.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.8 Bids shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B7.4 Paragraph 12 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;

- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 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.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.2 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.

B8.3 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.

B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. QUALIFICATION

B9.1 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.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

- B9.4 Further to B9.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)
- B9.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B9.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. BID SECURITY

- B10.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B10.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B10.1.2 All signatures on bid securities shall be original.
- B10.1.3 The Bidder shall sign the Bid Bond.
- B10.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B10.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B10.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B10.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B10.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B10.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

B11.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/default.stm>

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/default.stm>

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 12 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are

imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B14.2 Further to B14.1(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.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(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.

B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B15. AWARD OF CONTRACT

B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:

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

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the construction of a new cast-in-place concrete gate chamber, construction of a cast-in-place concrete chamber addition, and construction and installation of 1800mm diameter pump-out manhole on the existing LDS lines

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

- (a) Construction of a cast-in-place concrete extension/addition to the existing Minnetonka Chamber including pick-up and installation of steel thimbles and cast-iron sluice and flap gates and associated hardware
- (b) Excavation, Shoring and Backfilling as required
- (c) Construction of a new cast-in-place concrete gate chamber including pick-up and installation of steel thimbles and cast-iron sluice and flap gates and associated hardware
- (d) Remove and dispose of existing manhole.
- (e) Supply and installation of a new manhole on the 2100 Land Drainage Sewer Line
- (f) 250mm Wastewater sewer line replacement and associated works
- (g) Supply and installation of a new manhole on the 250mm Wastewater Sewer Line
- (h) Concrete Curb Renewal, Partial Slab Patches, and Asphalt Overlay
- (i) Sodding
- (j) Site restoration and clean up

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is MMM Group Limited, represented by:

Damir Muhurdarevic, P.Eng.
Project Engineer, Bridges & Structures
111-93 Lombard Avenue
Winnipeg, MB R3B 3B1
Telephone No. (204) 943-3178 ext. 3880
Facsimile No. (204) 943-4948

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D5.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. SAFE WORK PLAN

D8.1 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.

D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a

cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D10.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D10.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11. DETAILED PRICES

D11.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) 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.

D11.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

D12. DETAILED WORK SCHEDULE

- D12.1 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.
- D12.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work acceptable to the Contract Administrator.
- D12.3 Further to D12.2(a), the Gantt chart schedule shall clearly identify dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks for the project.
- (a) Flap gates and sluice gates:
 - (i) pick-up;
 - (ii) installation;
 - (iii) show separate tasks for wall thimbles, flap gate, and sluice gate, if different dates apply.
 - (b) Both Gate chambers excavation and shoring:
 - (i) Mobilization;
 - (ii) submit construction method submission;
 - (iii) submit shoring shop drawings;
 - (iv) dewatering (if required);
 - (v) excavation and shoring.
 - (c) Both Gate chamber construction:
 - (i) submit required shop drawings;
 - (ii) construct hoarding;
 - (iii) construct floor;
 - (iv) install wall thimbles;
 - (v) construct walls (indicate each separate pour);
 - (vi) construct roof;
 - (vii) remove shoring and backfill;
 - (viii) install miscellaneous metals;
 - (ix) install gates (show separate tasks for wall thimbles, flap gate, and sluice gate, if different dates apply);
 - (x) test gates.
 - (d) Installation of new precast manhole.
 - (e) Surface restoration and landscaping.
 - (f) 250mm Wastewater Sewer Line Replacement as Outlined on Drawing 9885
- D12.4 Further to D12.2 (a), the Gantt chart shall show the time on a weekly basis, required to carry out each Work activity. The time shall be on the horizontal axis, and the activity shall be on the vertical axis.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (i) evidence of authority to carry on business specified in D7;

- (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the detailed prices specified in D11; and
 - (vii) the detailed work schedule specified in D12.
- (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.
- (c) Commencement of the work shall be at the discretion of the contractor provided the commencement date will allow the achievement of Substantial Performance of the work in accordance with D14.1

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance by March 15, 2012.
- D14.2 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.
- D14.3 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.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance by June 30, 2012.
- D15.2 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.
- D15.3 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.

D16. LIQUIDATED DAMAGES

- D16.1 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 Calendar Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – one thousand dollars (\$1,000.00);
 - (b) Total Performance – five hundred dollars (\$500.00);
- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SCHEDULED MAINTENANCE

D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Landscaping maintenance as specified in CW3510;

D17.2 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

D18. JOB MEETINGS

D18.1 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.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D19. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

D19.1 Traffic Control shall be carried out in accordance with Section 3.7 of CW 1130 of the General Requirements.

D19.2 Further to D19.1, should the Contract Administrator require that Work on a Regional Streets be carried out at night, on Sundays, on public holidays or that Work be restricted or suspended during peak traffic hours, the Contractor shall comply without additional compensation being considered to meet these requirements.

D19.3 Traffic control during construction shall be as follows:

- (i) Maintain one lane of traffic with street signed as "Road Closed – Local Access Only".
- (ii) Intersecting streets and private approaches must be maintained at all times.
- (iii) Bus and school bus traffic must be maintained at all times

D19.4 Construction activities on Regional Streets shall be restricted to closed lanes between 07:00 to 09:00 and 15:30 to 17:30 hours Monday to Friday and other hours as directed by the Contract Administrator.

D19.5 The Contractor will have access to the open lanes of traffic during non-restricted hours provide flag persons are used in accordance with Section 3.12 of The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City streets" to maintain traffic safety.

D19.6 Further to Section 3.6 of CW 1130, the Contractor shall maintain safe pedestrian crossing at intersections at all times. If possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time the Contract shall provide flag person to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free if equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.

D19.7 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

D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D20.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D21. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

D21.1 Comply with the requirements of CW 1130 for traffic control and maintenance of access.

D21.2 Do not park construction vehicles in a manner that will block traffic on streets adjacent to the Site.

D21.3 Provide flag persons to direct traffic around construction vehicles that are unloading equipment and materials at the Site.

D21.4 Do not stockpile materials in a location and manner that will obstruct the safe operation of motor vehicles past the Site.

MEASUREMENT AND PAYMENT

D22. PAYMENT SCHEDULE

D22.1 Further to C12.1, payment for the supply and installation of all materials and other items incorporated into the completed work for Construction of underground concrete structure Gate Chambers shall be in accordance with the following payment schedule:

- (a) Payment shall be pro-rated against the Unit Bid Prices based on percentage completion of each of the items of work identified on Form B: Prices, including percentage completion of major items of work identified on Form I: Detailed Prices.

WARRANTY

D23. WARRANTY

D23.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____)

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

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

BID OPPORTUNITY NO. 938-2011

MINNETONKA STREET AND RIVER ROAD OUTFALL GATE CHAMBERS CONSTRUCTION

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D10)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 938-2011

MINNETONKA STREET AND RIVER ROAD OUTFALL GATE CHAMBERS CONSTRUCTION

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM I: DETAILED PRICES
 (See D11)

MINNETONKA STREET AND RIVER ROAD OUTFALL GATE CHAMBERS CONSTRUCTION

ITEM NO.	DESCRIPTION	AMOUNT
1.	Excavation and shoring.	
2.	Chamber Addition floor slab.	
3.	New Chamber floor slab.	
4.	Chamber Addition walls and roof slab.	
5.	New Chamber walls and roof slab.	
6.	Pick-up and installation of two flap and two sluice gates.	
7.	Miscellaneous metal fabrications.	
8.	Supply and installation of manhole on the 2100 land drainage sewer line.	
9.	Supply and installation of 250mm wastewater sewer line.	
10.	New manhole installation on the 250mm wastewater sewer line.	
11.	Plugging of existing wastewater sewer line	
12.	Wastewater sewer line inspection	
13.	Concrete curb renewal	
14.	Partial sidewalk concrete slab patches	
15.	Construction of asphaltic concrete overlay at sidewalk	
16.	Temporary pavement restoration	
17.	Sodding	
	Total of items 1 thru 17 above (to equal Bid Price for Section A on Form B: Prices)	

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Cover Sheet
LD-5707	Site Plan
LD-5708	Minnetonka Street & River Road LDS Outfall Gate Chamber Addition – Concrete Details (Sheet 1 of 2)
LD-5709	Minnetonka Street & River Road LDS Outfall Gate Chamber Addition – Concrete Details (Sheet 2 of 2)
LD-5710	Minnetonka Street & River Road LDS Outfall Gate Chamber Addition – Reinforcing Details
LD-5711	Minnetonka Street & River Road New LDS Outfall Gate Chamber – Concrete Details (Sheet 1 of 2)
LD-5712	Minnetonka Street & River Road New LDS Outfall Gate Chamber – Concrete Details (Sheet 2 of 2)
LD-5713	Minnetonka Street & River Road New LDS Outfall Gate Chamber – Reinforcing Details
LD-5714	Minnetonka Street & River Road Hatch Access Details
LD-5715	Minnetonka Street & River Road Miscellaneous Details
9885	River Rd. MH at Minnetonka St. to 1 st MH E. of Minnetonka St.

<u>Information Drawings.</u>	<u>Drawing Name/Title</u>
H.F.3833	Repairs to Minnetonka Street Outfall River Road to Red River
H.F. 3833	Location and Grade of Services on River Road Sta.12+50 W to Sta. 26+00 W

E2. EQUIPMENT SUPPLIED BY THE CITY

- E2.1 The City will supply the following equipment:
- E2.1.1 Outfall Gate Chamber Addition:
- One (1) 2100mm diameter Sluice Gate complete with wall thimble, mechanical lift operator, stem, wall brackets and accessories
 - One (1) 2100mm diameter Flap Gate complete with wall thimble and accessories.
- E2.1.2 New Outfall Gate Chamber:
- One (1) 1050mm diameter Sluice Gate complete with wall thimble, mechanical lift operator, stem, wall brackets and accessories

(d) One (1) 1050mm diameter Flap Gate complete with wall thimble and accessories.

E2.2 Inspection of installation of all the gates, upon completion, will be performed by a qualified technical representative from the manufacturer of the gates. The cost of the initial inspection will be paid for by the City.

E2.3 Provide the Contract Administrator with seven (7) days notice of when the gates will be installed to allow for arrangement to be made with the gate supplier for the initial start-up inspection.

E3. PROVISIONAL ITEMS

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

E3.2 The Contractor shall not perform Work included in 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.

E3.3 Notwithstanding C7, 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.

E4. DANGEROUS WORK CONDITIONS

E4.1 Further to clause C6.26 of the General Conditions, the Contractor shall be aware that underground chambers, manholes, and sewers are considered a confined space and shall follow the "Guidelines for confined Entry Work" as published by the Manitoba Workplace Safety and Health Division. Contractor to address confined space entry procedures in site specific safe work plan.

E4.2 The Contractor shall be aware of the potential hazards that can be encountered in gate chambers, manholes and sewers such as explosive gases, toxic gases and oxygen deficiency.

E4.3 The air in a confined space must be tested before entry and continuously during the time that personnel are inside the space. Equipment for continuous monitoring of gases must be explosion-proof and equipped with a visible and audible alarm. The principal tests are for oxygen deficiency, explosion range and toxic gases. Testing equipment must be calibrated in accordance with manufacturer's specifications.

E4.4 The Contractor shall ventilate all confined spaces including underground chambers, tunnels, pipes and shafts as required and approved by the Manitoba Workplace Safety and Health Act (the "Act"). If no ventilation is supplied, a worker must wear a respirator or supplied air to enter the confined space.

E4.5 Workers must wear a respirator or supplied air at all times when entering a chamber, manhole or sewer where live sewage is present.

E4.6 The Contractor shall provide a photoionization detector (PID) on site at all times to monitor potential hydrocarbon vapours in the confined spaces. The gas detector and safety equipment conforming to the Act shall be made available to the Contract Administrator for his use during inspections. In addition, the Contract Administrator shall collect discrete air samples for laboratory analysis.

E4.7 The Contract Administrator may issue a stop work order to the Contractor if the above guidelines are not being followed. The Contractor shall not resume his operations until the Contract Administrator is satisfied the Contractor is following the appropriate procedures. The Contractor shall have no claim for extra time or costs due to the stop work order for not following these safety guidelines.

E5. MOBILIZATION AND DEMOBILIZATION

- E5.1 Mobilization and Demobilization will include but not be limited to start-up costs, equipment set-up and removal, field office and storage facilities set-up, removal and site cleanup.
- E5.2 Mobilization and Demobilization will not be measured and shall be included in "Upgrade of Existing Chamber, including Extension/Addition and Installation of Gates" and "Construction of New Gate Chamber including Installation of Gates".

E6. PROTECTION OF EXISTING TREES

- E6.1 Take the following precautionary steps to avoid damage from construction activities to existing boulevard trees within the limits of the construction area.
- E6.1.1 Do not stockpile materials and soil or park vehicles and equipment on boulevards within two (2) metres of trees.
- E6.1.2 Strap mature tree trunks with 25mm x 150mm x 2400mm wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.
- E6.1.3 Excavations shall be carried out in a manner to minimize damage to existing root systems. Where roots must be cut to facilitate an excavation they shall be neatly pruned at the face of the excavation.
- E6.1.4 Work on site shall be carried out in a manner to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch.
- E6.1.5 American elm trees shall not be pruned between April 1st and August 1st and Siberian elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.
- E6.2 All damage to existing trees due to construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Parks and Recreation Department, Forestry Branch at the Contractor's expense.
- E6.3 No separate measure or payment will be made for protection of trees Waterway By-law
- E6.4 The Contractor shall note that all works within 107 metres (350 feet) of a riverbank are within the jurisdiction of the Waterway By-law. The Contract Administrator will apply and pay for required Waterway Permits for the project. The Contractor shall adhere to restrictions imposed by the permit. The Contractor shall not commence work within 107 metres (350 feet) or the riverbank before the permit is obtained.
- E6.5 Under no circumstances will stockpiling of any material be permitted within 107 metres of a riverbank or dyke.

E7. WATERWAY BY-LAW

- E7.1 The Contractor shall note that all works within 107 metres (350 feet) of a riverbank are within the jurisdiction of the Waterway By-law. The City of Winnipeg will apply and pay for required Waterway Permits for the project. The Contractor shall adhere to restrictions imposed by the permit, and shall not commence on site work before the permit has been obtained.
- E7.2 Under no circumstances will stockpiling of any material be permitted within 107 metres of a riverbank or dyke.

E8. SHOP DRAWINGS

- E8.1 Description
- (a) This Specification shall revise, amend and supplement the requirements of CW 1100.

- (i) The term 'shop drawings' means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, including site erection drawings which are to be provided by the Contractor to illustrate details of a portion of the work.
 - (ii) 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 show on all submissions for Contract Administrator review.
- (b) Shop Drawings
- (i) Original drawings are to be prepared by the Contractor, Subcontractor, Supplier, Distributor, or Manufacturer, which illustrate appropriate portion of work; showing fabrication, layout, setting or erection details as specified in appropriate sections.
 - (ii) Shop drawings for the following structural components shall bear the seal of a Professional Engineer registered to practice in the Province of Manitoba.
 - (a) Shoring;
 - (b) Reinforcing steel;
 - (c) Metal fabrications.
- (c) Contractor's Responsibilities
- (i) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
 - (ii) Verify:
 - (a) Field measurements;
 - (b) Field construction criteria;
 - (c) Catalogue numbers and similar data.
 - (iii) Coordinate each submission with requirements of work and Contract Documents. Individual shop drawings will not be reviewed until all related drawings are available.
 - (iv) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract Documents.
 - (v) 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.
 - (vi) Responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.
 - (vii) 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.
 - (viii) After Contract Administrator's review and return of copies, distribute copies to sub-trades as appropriate.
 - (ix) 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.
- (d) Submission Requirements
- (i) Schedule submissions at least 14 Calendar days before dates reviewed submissions will be needed, and allow for a 14 Calendar day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.
 - (ii) Submit five (5) paper prints of shop drawings. The Contractor is advised that the Contract Administrator will retain three (3) copies of all submittals and return two (2) copies to the Contractor.
 - (iii) Accompany submissions with transmittal letter, containing:
 - (a) Date
 - (b) Project title and Bid Opportunity number

- (c) Contractor's name and address
- (d) Number of each shop drawing, product data and sample submitted
- (e) Specification Section, Title, Number and Clause
- (f) Drawing Number and Detail/Section Number
- (g) Other pertinent data
- (iv) Submissions shall include:
 - (a) Date and revision dates.
 - (b) Project title and Bid Opportunity number.
 - (c) Name of:
 - (i) Contractor
 - (ii) Subcontractor
 - (iii) Supplier
 - (iv) Manufacturer
 - (v) Separate detailer when pertinent
 - (d) Identification of product of material.
 - (e) Relation to adjacent structure or materials.
 - (f) Field dimensions, clearly identified as such.
 - (g) Specification section name, number and clause number or drawing number and detail/section number.
 - (h) Applicable standards, such as CSA or CGSB numbers.
 - (i) Contractor's stamp, initialled or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents.
- (e) Other Considerations
 - (i) Fabrication, erection, installation or commissioning may require modifications to equipment or systems to conform to the design intent. Revise pertinent shop drawings and resubmit.
 - (ii) Material and equipment delivered to the site of the works will not be paid for at least until pertinent shop drawings have been submitted and reviewed.
 - (iii) Incomplete shop drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.
 - (iv) No delay or cost claims will be allowed that arise because of delays in submissions, re-submissions and review of shop drawings.
 - (v) Contractor to monitor the shoring for movement daily and provide a written weekly report showing the daily records to Contract Administrator.

E8.2 Measurement and payment

- (a) Preparation, submittal, and revisions of shop drawings shall be included in "Upgrade of Existing Chamber, including Extension/Addition and Installation of Gates" and "Construction of New Gate Chamber including Installation of Gates".

E9. FLOW CONTROL

- E9.1 During winter months land drainage and combined sewers can receive flow of an undetermined amount from groundwater infiltration, watermain breaks, snow melt and other unforeseen sources.
- E9.2 Provide flow control measures to contend with and maintain flow in the land drainage and combined sewers that are directed to the location where the gate chamber is being constructed. Flow control measures shall include but not be limited to diversions, flumes and by-pass pumping.
- E9.3 Discharge hoses for by-pass pumping shall not be laid across vehicle or pedestrian traffic areas and must be protected from freezing during winter months. Pumping equipment if used, shall be set-up in a location and in such a way to not be a noise problem for nearby residences
- E9.4 Provide a flow control plan to the Contract Administrator for review before removing any existing sewer pipe.

- E9.5 Payment for flow control shall be included in Gate Chamber Construction.
- E9.6 In the event the river level becomes higher than the gate chamber activation level and flow in the sewer system is expected to exceed the sewer capacity due to spring runoff, the Contract Administrator may suspend work activities that require temporary by-pass pumping and temporary shutdown of the site. Suspension of these activities will continue until the river level drops below flood pumping activation level and the high flow diminishes in the sewer.
- E9.7 If in the opinion of the Contract Administrator suspension of work activities that require temporary by-pass pumping and temporary shutdown of the site may cause a delay in completion of the Work through no fault of the Contractor, the completion date of the Work will be adjusted accordingly.

E10. CAST-IN-PLACE CONCRETE GATE CHAMBER ADDITION CONSTRUCTION, NEW GATE CHAMBER CONSTRUCTION & REMOVAL OF EXISTING MANHOLE

E10.1 Description

- (a) This specification shall cover construction of cast-in-place concrete gate chambers, and removal and disposal of the existing manhole. This specification shall also supplement, revise and amend CW 2160.

E10.2 Materials

- (a) Concrete Mix Design
- (i) Concrete mix design shall be as indicated in the Construction Notes on the Drawings.
- (b) Lean-Mix Concrete Design
- (i) Proportioning of fine aggregate, coarse aggregate, cement, and water for lean mix concrete shall be as follows:
 - (a) Cement: Type 50
 - (b) Minimum Compressive Strength @ 28 days: 15 MPa
 - (e) Slump: 80 mm
 - (f) Air Content: 5-8%
 - (g) Minimum Cement Content = 240 kg/m³
 - (h) Maximum Water/Cement Ratio = 0.49
- (c) Grout
- (i) Grout shall be Sika Grout 212 or approved equal in accordance with B5.
- (d) Reinforcing Steel
- (i) Bar accessories:
 - (a) To be made from a non-corroding material.
 - (b) Shall not stain, blemish or spall the concrete surface for the life of the concrete.
 - (c) Shall be approved by the Contract Administrator.
 - (d) Bar chairs shall be PVC.
- (e) Bonding Agent
- (i) Bonding agent shall be ACRYL-STIX or approved equal in accordance with B5.
- (f) Waterproofing
- (i) Waterproofing shall be in accordance with E14 of this specification.
- (g) Waterstop
- (i) Waterstop shall be 150mm wide by 10mm thick vinylex ribbed-center bulb or approved equal in accordance with B5.
- (h) Cast Iron Sluice Gates
- (i) Cast iron sluice gates, wall thimbles, mechanical lift operator, stems and accessories shall be in accordance with E12 of this specification.
- (i) Cast Iron Flap Gates

- (i) Precast Concrete Manhole shall be in accordance with E13 of this specification.
- (j) Precast Concrete Manhole
 - (i) Precast Concrete Manhole shall be in accordance with E11 of this specification.
- (k) Miscellaneous Metals and Accessories
 - (i) In accordance with E15 of this specification and as shown on the Drawings.
- (l) Shop Drawings
 - (i) Provide shop drawings in accordance with E7 of this specification.
 - (ii) Submit shop drawings for reinforcing steel a minimum of two (2) weeks prior to the fabrication of any reinforcing steel.
- (m) Backfill
 - (i) In accordance with CW 2030. Class of backfill to be as shown on the Drawings.

E10.3 Construction Methods

- (a) Construction Method Submission
 - (i) No work shall commence on construction of cast-in-place gate chambers until after the Contract Administrator's review of the Contractor's Construction Method submission.
 - (ii) Excavation for the construction of the gate chambers shall be by the shored excavation method.
 - (iii) Prepare for the Contract Administrator's review a Construction Method submission detailing:
 - (i) Construction sequence to be followed including all methods to be employed to ensure no damage occurs to existing structures or adjacent properties within or adjacent to an excavation.
 - (ii) Shoring system to be used.
 - (iii) Proposed method of chamber construction.
 - (iv) Specialized equipment to be used.
 - (v) Any design revisions proposed to accommodate the Contractor's proposed construction method.
 - (vi) Water control considerations including details on the Contractor's proposed method of groundwater and surface runoff control.
 - (iv) The Contractor shall respond to any concerns that may be raised by the Contract Administrator after review of Construction Method submission.
- (b) Excavation
 - (i) The Contractor is responsible for laying out the outline of the excavation limits for both chambers as well as the outline of the proposed cast-in-place chambers themselves.
 - (ii) Remove excavated material from the site immediately. Excavated material shall not be stockpiled on-site unless it will be used as backfill the same day it is excavated. Stockpile areas must be approved by the Contract Administrator.
 - (iii) Any groundwater that may be encountered during excavation and is pumped out must not be pumped down the river bank. The pump-out location must be approved by the Contract Administrator
 - (iv) Place a minimum 75mm thick lean mix concrete slab in the bottom of the excavation to provide a clean working base upon completion of the excavation to the required limits. Allow the concrete to set for twenty-four (24) hours before setting up forms or placing reinforcing steel.
 - (v) Lean mix concrete shall be well-tamped and screened to give a level working platform for setting up forms and placing reinforcing steel.
 - (vi) Supply and place lean mix concrete, as directed by the Contract Administrator, as backfill for any portions of the excavation, carried beyond the required limits of

excavation. The limits of excavation shall be considered to be the inside face of the shoring system and the underside of the working base slab.

- (vii) All working areas below grade shall be kept adequately and securely supported during and after excavation until the shoring and bracing is in place to prevent loss of ground or injury to any person from falling material.
 - (viii) The Contractor is advised that for the Construction of the New Outfall Gate Chamber, the forty five (45) degree bend concrete collar in the 2100mm LDS pipe just north of the proposed chamber location is assumed to be cast-in-place and as such it is assumed that the collar may require partial removal to facilitate new construction.
- (c) Excavation Security Fence
- (i) Further to Clause 3.1 of CW 1130, completely cover the excavation and provide a security fence to completely surround both excavations when unattended generally in accordance with the following.
 - (ii) Security fence shall be chain link fence or approved equal in accordance with B5, a minimum 1.80 metres high with metal support posts embedded far enough into the ground and spaced close enough together so the fence will not sag or collapse.
 - (iii) Attach fencing securely to posts.
 - (iv) Secure the gates or end of the fencing to a post with chain and a padlock.
 - (v) Provide alternate security fence proposal to Contract Administrator for approval.
- (d) Shoring
- (i) The type, strength, and amount of shoring and bracing shall be such as the nature of the ground and attendance conditions may require, taking into account property lines, existing slopes, utilities and roadways.
 - (ii) Shoring and bracing shall be so spaced and dimensioned as to prevent caving, loss of ground, surface settlement, or squeezing of the soil beyond the neat lines of excavation. It shall be free from defects that might impair its strength or suitability for the work. Sheeting/shoring and bracing shall conform to the latest revisions of the "Construction Safety Act" of the Department of Labour of the Government of Manitoba.
 - (iii) Supporting design calculations as required to facilitate review of the submission for conformance with the Contract Documents.
 - (iv) Submit Shop Drawings and design calculations for the shoring/excavation system designed and sealed by a Professional Engineer registered or licensed to practice in the Province of Manitoba and experienced in the structural design of shoring systems. The designer of the shoring system shall inspect the system during construction and certify, in writing to the Contract Administrator, that construction is in conformance with the approved design.
 - (v) Shoring and bracing shall be installed such that the structure size, wall thickness, and any work relating to the construction of the gate chamber as shown on the drawings can be achieved subsequent to installation of the shoring system.
 - (vi) Shoring and bracing shall remain in place until concrete has attained 75% of the design strength.
- (e) Cast-in-place Concrete Chambers Construction
- (i) Construct cast-in-place concrete chambers in accordance with CW 2160, except as supplemented, revised or amended in this specification and as indicated in the construction notes on the Drawings.
 - (ii) Adjust the location of reinforcing steel adjacent to openings to frame those openings in accordance with good practice, and maintain the bar spacing intent.
 - (iii) Do not use welded splices for reinforcing steel.
 - (iv) Order all wall reinforcing steel in lengths to best suit the spacing of walers so that reinforcing bars will not be bent or misformed in order to remove the walers.
 - (v) Install foundation waterproofing in accordance with E12 of this Specification.

- (vi) The Contractor shall note that the existing gate chamber may not be vertical or plumb or square and may vary by +/- 150mm. It is the Contractor's responsibility to ensure smooth transition for the new chamber addition.
- (vii) The Contractor shall note that existing formwork may be present around the existing gate chamber and will have to be removed prior to placement of the gate chamber addition at the Contractor's expense.
- (f) Backfill
 - (i) Place and compact backfill material as indicated on the Drawings in accordance with CW 2030. Do not place backfill material in a frozen state. Supply heating and hoarding in accordance with CW 2160 if required to ensure material does not freeze before compaction is complete.
 - (ii) Notify the Contract Administrator at least one (1) full working day in advance of any backfilling operation. No Backfill shall be placed against concrete until approved by the Contract Administrator and in no case before field cured test cylinders show the concrete strength to be 75% of that specified.
- (g) Grout
 - (i) Mix and apply grout in accordance with the manufacturer's instructions. Consistency to be suitable for the intended application.
- (h) Sluice Gate Installation
 - (i) Install sluice gates, wall thimbles, mechanical lift operators, stems and accessories as shown on the Drawings and in accordance with E12 of this specification.
 - (ii) Sluice gates shall be left in the open position at all times except when on site working on the gates.
- (i) Flap Gates Installation
 - (i) Install flap gates, wall thimbles and lifting cable as shown on the Drawings and in accordance with E13 of this specification.
- (j) Precast Concrete Manhole
 - (i) Install Precast Concrete Manhole as shown on the Drawings and in accordance with E11 of this specification.
- (k) Miscellaneous Metal Fabrications
 - (i) Install miscellaneous metal fabrications as shown on the Drawings and in accordance with E15 of this specification.

E10.4 Measurement and Payment

- (a) Construction of cast-in-place concrete gate chambers will be measured on a unit basis and paid for at the Contract Unit Price for "Upgrade of Existing Chamber, including Extension/Addition and Installation of Gates" and "Construction of New Gate Chamber including Installation of Gates". The number of units to be paid for will be the total number of cast-in-place concrete gate chambers constructed in accordance with this specification, accepted and measured by the Contract Administrator.

E11. PRE-CAST CONCRETE MANHOLE

E11.1 Description

- (a) This specification shall cover construction of a concrete base, collar, and the supply and installation of a pre-cast concrete manhole as shown on the Drawings.

E11.2 Materials

- (a) Pre-cast concrete manhole shall be in accordance with section 2.7 of CW 2130.
- (b) Manhole Frames and Covers
 - (i) Cover: Unmarked Titan TF-114 cast iron solid cover.
 - (ii) Frame: 125-millimetre high cast iron frame.

E12.3 Construction Methods

(a) Installation

- (i) Install the two cast iron sluice gates, two wall thimbles, two mechanical lift operators, two stems, wall brackets and accessories as shown on the drawings and in accordance with the manufacturer's recommendations.
- (ii) The Contractor will not be allowed to form a block-out in the wall for the installation of the two wall thimbles. The two wall thimble shall be set in place prior to constructing any portion of the wall.
- (iii) Make arrangements to have a qualified field representative of the sluice gates supplier/manufacturer inspect the installation during and after completion and provide a Certificate of Satisfactory Installation to the Contract Administrator.

(b) Field Testing

- (i) Perform leakage tests in the Contract Administrator's presence once both sluice gates have been installed to ensure compliance with the allowable leakage rate indicated in the latest edition of AWWA C501.
- (ii) Arrange for a qualified field representative of the sluice gates supplier/manufacturer to be present during field testing.
- (iii) Generally, the tests for seating head will be performed by closing the gates against high river levels in the spring and measuring the leakage rate through the gate.
- (iv) If it is not possible to use high river level, install inflatable plugs in the outfall, fill the chambers with water to the specified head and measure the leakage rate through the gates. Inflatable plugs shall be inflated from, anchored to and removable from the ground surface.
- (v) The tests for the unseating head will be performed by closing the sluice gates and flap gates, filling the chambers between the gates with water to the specified head and measuring the leakage rate through the gates. The flap gates may be braced when closed to eliminate leakage through it during the test. Any damage to the flap gates shall be corrected by the contractor at their expense.
- (vi) The Contractor will be responsible to pump river water or supply water from a hydrant into the chambers for testing purposes.
- (vii) If the gates fail the field leakage tests due to a manufacturing error, the supplier/manufacturer shall be responsible for the cost associated to repeat the tests, and shall undertake all adjustments, replacements or other modifications necessary to facilitate the tests at his own expense. The sequence shall be repeated until the gates pass the allowable leakage rates.
- (viii) If the gates fail the field leakage tests due to an installation and handling error, the supplier/manufacturer shall be responsible for the cost associated to repeat the tests, and shall undertake all adjustments, replacements or other modifications necessary to facilitate the tests at his own expense. The sequence shall be repeated until the gates pass the allowable leakage rates.

E12.4 Measurement and Payment

- (a) Pick-up, installation and testing of the two cast iron sluice gates, two wall thimbles, two mechanical lift operators, two stems, wall brackets and accessories shall be included in "Upgrade of Existing Chamber, including Extension/Addition and Installation of Gates" and "Construction of New Gate Chamber including Installation of Gates".

E13. CAST IRON FLAP GATES

E13.1 Description

(a) General

- (i) This Specification shall cover the pick-up, load, installation and testing of two cast iron flap gates, two wall thimbles, and accessories.

- (b) All materials herein described to be incorporated in the gate chamber have been supplied and delivered by Others under Bid Opportunity 794-2011, and are located at 360 McPhillips Street, Winnipeg, Manitoba R3E 2L1.
- (c) The Contractor shall be solely responsible for all transportation to collect the two cast iron flap gates, two wall thimbles, and accessories after being notified by the Contract Administrator of their availability. The Contractor is advised that the two cast iron flap gates, two wall thimbles, and accessories will be available for pick-up from February 1, 2012.
- (d) The Contractor shall verify and confirm that the correct type and quantities of the two cast iron flap gates, two wall thimbles, and accessories have been received. In addition, the Contractor shall verify that the two cast iron flap gates, two wall thimbles, and accessories are free of any visible damage or defects. The Contractor shall inform the Contract Administrator of any visible damage or defects within 24 hours of receipt of the components.
- (e) The Contractor shall be solely responsible for the two cast iron sluice gates, two wall thimbles, brackets and accessories in his possession from the time of receipt.

E13.2 Materials

- (a) Cast Iron Pieces: ASTM A48 Cast Iron, Class 30
- (b) Seating Faces: ASTM B21 Bronze, Alloy 482
- (c) Links: Cast Iron or High Tensile Bronze B584 – C865
- (d) Bushings: Bronze B21, Alloy 482
- (e) Hinge Pins: ASTM A276, Type 316 Stainless Steel or Silicon Bronze B98-CA655
- (f) Fasteners: ASTM A276, Type 316 Stainless Steel

E13.3 Construction Methods

- (a) Installation
 - (i) Install the two cast iron flap gates and the two wall thimbles as shown on the drawings and in accordance with the manufacturer's recommendations.
 - (ii) The Contractor will not be allowed to form a block-out in the wall for the installation of the two wall thimbles. The two wall thimbles shall be set in place prior to constructing any portion of the wall.
 - (iii) Make arrangements to have a qualified field representative of the flap gates supplier/manufacturer inspect the installation during and after completion and provide a Certificate of Satisfactory Installation to the Contract Administrator.
- (b) Field Testing
 - (i) Perform leakage tests in the Contract Administrator's presence once both flap gates have been installed to ensure compliance with the allowable leakage rate of 1.24 L/min per metre of seated perimeter at any head.
 - (ii) Arrange for a qualified field representative of the flap gates supplier/manufacturer to be present during field testing.
 - (iii) The test for seating head will be performed by closing the flap gates and sluice gates, filling the chambers between the gates with water to the specified head and measuring the leakage rate through the gates.
 - (iv) The Contractor will be responsible to pump river water or supply water from a hydrant into the chambers for testing purposes.
 - (v) If the gates fail the field leakage tests due to a manufacturing error, the supplier/manufacturer shall be responsible for the cost associated to repeat the tests, and shall undertake all adjustments, replacements or other modifications necessary to facilitate the tests at his own expense. The sequence shall be repeated until the gates pass the allowable leakage rates.
 - (vi) If the gates fail the field leakage tests due to an installation and handling error, the supplier/manufacturer shall be responsible for the cost associated to repeat the tests, and shall undertake all adjustments, replacements or other modifications

necessary to facilitate the tests at his own expense. The sequence shall be repeated until the gates pass the allowable leakage rates.

E13.4 Measurement and Payment

- (a) Pick-up, installation and testing of cast iron flap gates and wall thimbles shall be included in "Upgrade of Existing Chamber, including Extension/Addition and Installation of Gates" and "Construction of New Gate Chamber including Installation of Gates".

E14. FOUNDATION WATERPROOFING

E14.1 Description

- (a) General
 - (i) This Specification shall cover the supply and placement of underground concrete gate chambers foundation waterproofing.

E14.2 Materials

- (a) Waterproofing membrane: Styrene-Butadiene-Styrene (SBS) elastomeric polymer, prefabricated sheet, reinforced with non-woven polyester weighing 180 g/m². Top surface polyethylene film. Bottom surface: thermofusible plastic film. Acceptable material: Soprema Sopralene Flam 180, IKO Aquabarrier TG or approved equal.
- (b) Primes, mastic sealant and accessories: as recommended by membrane manufacturer, applicable for substrate.
- (c) Protection board: insulating fibreboard to CAN/CSA-A247, Type II, 12 millimetres thick.

E14.3 Construction Methods

- (a) Quality Assurance
 - (i) Installation of waterproofing membrane shall be performed by workers approved and trained by manufacturer for application of its products. Applicators must have minimum 5 years proven experience. If requested, submit proof of experience, in writing, from manufacturer.
- (b) Warranty
 - (i) Provide written warranty, signed and issued in the name of The City of Winnipeg stating that the waterproofing is guaranteed against leaking, loss of adhesion, for a period of five (5) years from the date of acceptance.
- (c) Environmental Requirements
 - (i) Maintain air temperature and structural base temperature at installation area above membrane manufacturer's recommendations before, during and 72 hours after installation.
 - (ii) For applications in freezing weather do not commence application until authorized by membrane manufacturer.
 - (iii) For enclosed applications ensure adequate forced air circulation during curing period.
 - (iv) Install membrane on dry substrates, free of snow and ice. Use only dry materials and apply only during weather that will not introduce moisture beneath waterproofing membrane.
- (d) Preparation
 - (i) Examine substrates and site conditions to ensure acceptability for application of waterproofing membranes. Notify Contract Administrator, in writing, of unsuitable surfaces or working conditions.
 - (ii) Do not commence application until all other work that will penetrate membrane is complete.

- (iii) Clean substrates of all snow, ice, loose particles, oil, grease, dirt, curing compounds, or other foreign matter detrimental to application of primers and waterproofing membranes.
 - (iv) Ensure concrete surfaces are fully cured and dry using test methods recommended by membrane manufacturer.
 - (v) Repair defects in concrete surfaces such as spalled or poorly consolidated concrete. Remove sharp protrusions, sharp edges and form lines.
 - (vi) Patch rough areas with a weld-adhered parge coat to provide smooth surface. Allow to fully cure and dry.
- (e) Priming
- (i) Apply primer in accordance with manufacturer's instructions at recommended rate of application.
 - (ii) Do not apply primer to frozen or damp surfaces.
 - (iii) Apply primer only when air and surface temperatures are within manufacturer's recommended limits.
 - (iv) Avoid pooling of primer and allow to cure until tack-free.
 - (v) Prime only the area to be covered with membrane in a working day. Re-prime areas not covered with waterproofing within 24 hours of application of primer.
- (f) Membrane Application
- (i) Apply membrane in accordance with manufacturer's instructions and with good construction practice to maintain continuity of waterproofing over building elements below finished grade elevation.
 - (ii) Place membrane in position without stretching, taking care to avoid trapped air, creases or fish mouths.
 - (iii) Ensure membrane is totally bonded to substrate.
 - (iv) Apply membrane vertically in longest possible lengths to reduce number of end joints.
 - (v) Overlap side laps minimum 75 millimetres and end laps minimum 150 millimetres. Stagger end laps minimum 300 millimetres in adjacent rows.
 - (vi) Seal horizontal and vertical terminations by applying heavy pressure to edges with a roller to ensure positive bond. Apply a continuous bead of mastic sealant to all terminations. Make watertight. Seal daily terminations with mastic sealant.
 - (vii) Terminate membrane 300 millimetres below finished grade.
- (g) Membrane Application at Corners
- (i) Remove sharp or protruding edges from external corners prior to application of membrane.
 - (ii) Reinforce external corners with cushion strip of membrane minimum 300 mm wide at each corner. Install cushion strip below main membrane.
- (h) Membrane Application Over Protrusions and Penetrations
- (i) Apply two layers of membrane flashing around protrusions and extend at least 150 millimetres in all directions. Cut and fit membrane neatly and snug fitting, leave no gaps. Seal all terminations with mastic sealant. Flash protrusions with liquid mastic extending 150 millimetres along pipe or conduit.
 - (ii) Seal with liquid mastic all protrusions or difficult detail areas which do not allow easy installation of membrane. Make watertight.
- (i) Inspection and Repair
- (i) Inspect membrane thoroughly before covering and make corrections immediately.
 - (ii) Patch and repair misaligned or inadequately lapped seams, tears, punctures or fishmouths.
 - (iii) Patch with piece of waterproofing membrane and extend minimum 150 millimetres in all directions from fault and seal edges with mastic sealant.

- (j) Protection Board
 - (i) Install protection board against all waterproofing membranes to protect against backfilling operations.
 - (ii) Install boards vertically without fasteners or adhesives.
 - (iii) Install protection board during backfilling operations to allow backfill materials to hold protection board tight to waterproofing membrane.
 - (iv) Terminate protection board 600 millimetres below grade.

E14.4 Measurement and Payment

- (a) Supply and installation of waterproofing membrane and protection board shall be included in "Upgrade of Existing Chamber, including Extension/Addition and Installation of Gates" and "Construction of New Gate Chamber including Installation of Gates".

E15. MISCELLANEOUS METAL FABRICATIONS

E15.1 Description

- (a) General
 - (i) This Specification shall cover the supply, fabrication, transportation, handling, delivery and placement of metal fabrications.

E15.2 Materials

- (a) All materials shall be of a type acceptable to the Contract Administrator, and shall be subject to inspection and testing by the Contractor Administrator.
- (b) Material intended for use in the various assemblies shall be new, straight, clean, with sharply defined profiles.
- (c) Steel Sections and Plates: to CAN/CSA G40.20/G40.21, Grade 300 W, except W, HP and HSS sections, which shall be Grade 350 W.
- (d) Steel Pipe: to ASTM A53/A53M, seamless, galvanized, as specified by item.
- (e) Welding materials: to CSA W59.
- (f) Hot dipped galvanized steel repair material: Galvalloy and Gal-Viz
- (g) Stud Anchors: to ASTM A108, Grade 1020.
- (h) Aluminum: to CAN/CSA S157 and the Aluminum Association 'Specifications for Aluminum Structures'. Aluminum for plates shall be Type 6061-T651. Aluminum plate shall have an approved raised oval or multi-grip pattern.
- (i) Isolating sleeves shall be "Nylite" – headed sleeve as manufactured by SPAE-Naur of Kitchener, Ontario, or approved equal in accordance with B5.
- (j) Anchor bolts and fasteners: ASTM A276, Type 316 stainless steel, of ample section to safely withstand the forces created by operation of the equipment or the load to which they will be subjected.

E15.3 Construction Methods

- (a) Submittals
 - (i) Submit the qualifications of the fabricator and welders to the Contractor Administrator for acceptance.
 - (ii) Submit shop drawings in accordance with E7 clearly indicating materials, core thickness, finishes, connections, joints, method of anchorage, number of anchors, supports, reinforcement, details and, accessories. Indicate field measurements on shop drawings.
- (b) Fabrication

- (i) Fabricate work square, true, straight and accurate to required size, with joints closely fitted and properly secured. Assemble work in such a way that no disfigurements will show in the finished work, or impair the strength.
 - (ii) Confirm measurements for all fabrications before fabricating.
 - (iii) Cut aluminum plate with edges straight and true, and as far as practical, maintain continuity of the pattern at abutting edges.
 - (iv) Pieces shall be of the sizes indicated on the Drawings and shall not be built up from scrap pieces. Confirm sizes with field measurements.
 - (v) Where possible, fit work and shop assemble, ready for erection.
 - (vi) Angle frames shall be of the same material as the cover plate, and cover plates shall be hinged and be supplied with lifting handles, as shown on the Drawings. Exterior covers shall be supplied with a hasp for a padlock.
 - (vii) Remove and grind smooth burrs, filings, sharp protrusions, and projections from metal fabrications to prevent possible injury. Correct any dangerous or potentially harmful installations as directed by Contract Administrator.
 - (viii) All steel welding shall conform to CSA Standard W.59. 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.
 - (ix) All aluminum welding shall conform to Welding shall be in accordance with the requirements of CSA W59.2. The fabricator shall be fully certified in conformance with CSA Standard W47.2. All welding shall be done in a licensed welding shop, and no field welding will be permitted unless approved in writing, in advance, by the Contract Administrator.
 - (x) Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush.
 - (xi) All steel shall be hot-dip galvanizing after fabrication, in accordance with CAN/CSA-G164, to a minimum net retention of 600 gm/m².
 - (xii) Seal exterior steel fabrications to provide corrosion protection in accordance with CAN3-S16.1.
 - (xiii) Use self-tapping shake-proof flat-headed screws on items requiring assembly by screws.
- (c) Erection
- (i) Do steel welding work in accordance with CSA W59 and aluminum welding work in accordance with CSA W59.2
 - (ii) Erect metalwork in accordance with reviewed shop drawings, square, plumb, straight, and true, accurately fitted, with tight joints and intersections.
 - (iii) Provide suitable means of anchorage acceptable to Contract Administrator such as dowels, anchor clips, bar anchors, expansion bolts and shields, and toggles where not specifically indicated on the Drawings.
 - (iv) Provide components for building in accordance with shop drawings and schedule.
 - (v) Make field connections with bolts to CAN/CSA-S16, or weld.
 - (vi) Touch-up rivets, bolts and burnt or scratched surfaces that are to receive paint finish, with zinc primer after completion of erection.
 - (vii) Repair damaged galvanized surfaces and field welds with self-fluxing, low temperature, zinc-based alloy rods in accordance with ASTM A780, Repair of Damaged Hot Dip Galvanizing Coatings. The general procedure shall be to allow a small amount of the repair alloy to flow then spread by brushing briskly with a wire brush. Brushing shall be sufficient to obtain a bright finish. Repeat process three times to ensure a proper thickness is achieved. Temperatures shall be kept below 177°C (350°F) at all times. All heating of structural steelwork shall be done in the presence of the Contract Administrator.
 - (viii) Install access hatch frames square and level at the locations show on the Drawings. Embed anchors in concrete as shown on the Drawings. Install covers and adjust hardware to proper function.

- (ix) All aluminum surfaces in contact with concrete shall be isolated using alkali-resistant bituminous paint meeting the requirements of CGSB 31-GP-3M.
- (x) Install electrochemical isolation gaskets and sleeves to electrically isolate dissimilar metals.

E15.4 Measurement and Payment

- (a) Supply, fabrication, transportation, handling, delivery and placement of metal fabrications shall be included in "Upgrade of Existing Chamber, including Extension/Addition and Installation of Gates" and "Construction of New Gate Chamber including Installation of Gates".

E16. OUTFALL CHAMBER CONSTRUCTION TEMPORARY SURFACE RESTORATION AND MAINTENANCE

E16.1 Further to CW 1130, if the Contractor fails to maintain disturbed surfaces as directed and within the time period given by the Contract Administrator, the City or its designate may perform the work required and the cost may be deducted from payments owed.

E16.2 Costs for temporary restoration and maintenance of disturbed surfaces will be included in "Upgrade of Existing Chamber, including Extension/Addition and Installation of Gates" and "Construction of New Gate Chamber including Installation of Gates".

E17. OUTFALL GATE CHAMBER SURFACE RESTORATION

E17.1 Restoration of all existing surface areas disturbed by construction activities including but not limited to areas disturbed by; construction equipment, placement of field office or equipment trailer, snow clearing and where construction materials were stockpiled, shall be restored as follows.

- (a) Grassed areas: sodding using imported topsoil in accordance with CW 3510.
- (b) Gravel surfaces: in accordance with CW 3150.
- (c) Asphalt surfaces: match existing base course and asphalt thickness or a minimum of 150 millimetres of base course and 75 millimetres of Type 1A Asphaltic concrete whichever is greater, in accordance with CW 3410.
- (d) Pavement slabs (including private approaches): in accordance with CW 3230.
- (e) Miscellaneous concrete slabs (median slab, sidewalk, bullnose: in accordance with CW3235).
- (f) Concrete curb and gutter: in accordance with CW 3240.

E17.2 Costs for surface restoration shall be included in "Upgrade of Existing Chamber, including Extension/Addition and Installation of Gates" and "Construction of New Gate Chamber including Installation of Gates".

E18. MISCELLANEOUS CONCRETE SLAB RENEWALS - SIDEWALKS

E18.1 Construct miscellaneous concrete slab renewals in accordance with CW 3235. Miscellaneous Concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the Contract Unit Price per square metre for "Miscellaneous Concrete Slab Renewals – Sidewalk" in Form B of the Bid Submission.

E19. CONCRETE CURB RENEWALS

E19.1 Construct concrete curb renewal in accordance with CW 3240. Concrete curb renewal shall be measured on a length basis and paid for at the Contract Unit Price per metre for "Concrete Curb Renewal" in Form B of the Bid Submission.

E20. 250MM WASTEWATER SEWER TEMPORARY SURFACE RESTORATIONS

- E20.1 Further to clause 3.3 of CW 1130, where permanent surface restorations cannot be made due to cold weather, the Contractor shall temporarily restore surfaces as follows:
- (a) backfill and level boulevards and grassed areas to match existing surface elevations,
 - (b) cap excavations in street pavement with a 100 millimetre thick layer of "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310,
 - (c) cap excavations in sidewalk pavement with a 50 millimetre thick layer of "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310,
 - (d) insulate temporary concrete where required during 24hr curing period,
 - (e) where curb has been removed as part of the pavement cut pour temporary curb using "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310.
 - (f) remove all temporary pavements prior to permanent restorations.
- E20.2 The Contractor shall monitor and maintain temporarily restored surfaces as required until permanent restoration is complete.
- E20.3 If, in the opinion of the Contract Administrator, temporarily restored surfaces are not being adequately maintained or were not properly constructed and pose a danger to the public, maintenance or reconstruction will be done by the City forces with no advance notification the Contractor.
- E20.4 All costs associated with the maintenance or reconstruction of temporary pavement incurred by the City shall be deducted from future payments to the Contractor.
- E20.5 Temporary surface restorations shall be measured on an area basis and paid for at the contract unit price for "Temporary Surface Restorations", "a) street pavement" or "b) sidewalk". The area to be paid for shall be the total number of square metres of street pavement or sidewalk temporarily restored, accepted and measured by the Contract Administrator.
- E20.5.1 No measurement or payment will be made for the temporary restoration of barrier or lip curb.
- E20.5.2 No measurement or payment will be made for the temporary restorations of boulevards and grassed areas/
- E20.5.3 No measurement or payment will be made for the removal of temporary pavement prior to permanent restoration.

E21. BACKFILL UNDER TEMPORARY SURFACE RESTORATIONS FOR 250MM WASTEWATER SEWER CONSTRUCTION

- E21.1 Use class 2 back fill in excavation under temporary street pavement and sidewalk where Class 3 backfill cannot be jetted and flooded due to cold weather.
- E21.2 Class 2 backfill may be compacted in 600mm lifts where backhoe operated pneumatic plate compactors are used.
- E21.3 Jet and flood Class 2, Class 3 and Class 5 backfilled excavations in spring when ground is not frozen prior to permanent restoration.
- E21.4 No extra payment will be made for the installation of Class 2 backfill under temporary street pavement and sidewalk.

E22. SNOW CLEARING

- E22.1 All required snow clearing shall be performed by the Contractor at his own expense.

E22.2 The Contractor will be required to perform snow clearing and sanding operations on City streets and sidewalks within the Site where access to City snow clearing and sanding crews is blocked due to construction activities or where construction activities have created unsafe, icy conditions.

E22.3 Snow built-up on sidewalks and roadway shall be maintained to the condition of the surrounding sidewalks and roadways.

E23. VIDEO INSPECTION OF SERVICES WITHIN LIMITS OF RENEWAL

E23.1 With the Contract Administrator present, provide video inspection of the sewer main within the limits of the renewal

E23.2 Video inspection must:

- (a) have an image quality such that an accurate assessment of the sewer service condition can be made.
- (b) have a distance counter visible on the screen.

E23.3 Video inspection of sewer main shall be measured on a length basis and paid for at the Contract Unit Price per metre for "Sewer Inspection". The length to be paid for shall be the total number of metres of sewer services inspected, accepted and measured by the Contract Administrator which price shall be payment in full for performing all operations herein described and all other items incidental to the video inspection of sewer services.