



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 1066-2013**

**2013 SEWER RENEWALS AND REPAIRS - CONTRACT NO.14**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2013 SEWER RENEWALS AND REPAIRS - CONTRACT NO.14

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 21, 2014.

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

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

### **B3. SITE INVESTIGATION**

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

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

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

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

### **B5. CONFIDENTIALITY**

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

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B7. SUBSTITUTES**

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

- B7.6.1 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/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.6 deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Bid Security
    - (i) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Bids shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**B9. BID**

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 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/her own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

**B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B11. QUALIFICATION**

- B11.1 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.

B11.2 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>

B11.3 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);

B11.4 Further to B11.3(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 Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>)

B11.5 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.

B11.6 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.

## **B12. BID SECURITY**

B12.1 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.

- B12.1.1 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.
- B12.1.2 All signatures on bid securities shall be original.
- B12.1.3 The Bidder shall sign the Bid Bond.
- B12.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B12.2 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.
- B12.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B12.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B12.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B12.3 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.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B13.1 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.
  - B13.1.1 Bidders or their representatives may attend.
  - B13.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B12 will not be read out.
- B13.2 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/>
- B13.3 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/>
- B13.4 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.

### **B14. IRREVOCABLE BID**

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B14.2 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.

## **B15. WITHDRAWAL OF BIDS**

- B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 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.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.
- B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 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.

## **B16. EVALUATION OF BIDS**

- B16.1 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 B11 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(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.

**B17. AWARD OF CONTRACT**

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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 B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

D2.1 The Work to be done under the Contract shall consist of sewer renewals and sewer repairs at various locations in the City of Winnipeg.

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

- (a) On-line renewal of approximately 35.0m of 250mm diameter PVC pipe by trenchless methods;
- (b) off-line renewal of approximately 315.0m of 300mm diameter PVC pipe by trenchless methods;
- (c) external point repairs of 250mm-450mm diameter sewers at approximately 28 locations;
- (d) sewer service renewals and reconnections;
- (e) abandoning existing sewers, manholes, and catch basins;
- (f) installation of manholes;
- (g) installation of catch basins and catch basin leads;
- (h) sewer and sewer service video inspection and;
- (i) temporary and permanent restoration of boulevard and pavement areas.

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

D3.1 The Contract Administrator is:

Mr. Trevor Steffens, C.E.T  
Design Technologist  
The City of Winnipeg  
Water and Waste Department  
110-1199 Pacific Avenue  
Winnipeg, Manitoba  
R3E 3S8

Telephone No. 204 986-2336

Facsimile No. 204 986-5345

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

D3.3 Bids Submissions must be submitted to the address in B8.8

#### **D4. CONTRACTOR'S SUPERVISOR**

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

## **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

## **D6. NOTICES**

- D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 Notwithstanding C21, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204 949-1174
- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **D7. FURNISHING OF DOCUMENTS**

- D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him/her at cost.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

#### **D9. SAFE WORK PLAN**

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/Safety/default.stm>

#### **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

#### **D11. PERFORMANCE SECURITY**

D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

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

D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B12.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

## **D12. 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) Gantt chart for the Work acceptable to the Contract Administrator.

D12.3 Further to D12.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

D13.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D8;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the Safe Work Plan specified in D9;
  - (iv) evidence of the insurance specified in D10;
  - (v) the performance security specified in D11;
  - (vi) the Subcontractor list specified in D12.; and
  - (vii) the security clearances specified in Part F
- (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.

D13.3 The Contractor shall commence the Work on the Site at such a date that will allow for the achievement of Substantial Performance by the date specified in D14, taking in to account days where work cannot be performed due to adverse weather conditions.

### **D14. CRITICAL STAGES**

D14.1 Due to the close proximity of the Aqueduct on Notre Dame Street, the Contractor shall not commence any work at this location until May 19, 2014 or if there is no frost in the ground prior to this date, the Contract Administrator may allow an earlier start date.

D14.2 If all Work is completed with the exception of Notre Dame Street prior to this date, working days will be suspended and will continue once work resumes.

**D15. SUBSTANTIAL PERFORMANCE**

- D15.1 The Contractor shall achieve Substantial Performance within sixty (60) consecutive Working Days of the commencement of the Work as specified in D13 or by June 30, 2014 whichever occurs first.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

**D16. TOTAL PERFORMANCE**

- D16.1 The Contractor shall achieve Total Performance within seventy (70) consecutive Working Days of the commencement of the Work as specified in D13 or by July 14, 2014 whichever occurs first.
- D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

**D17. LIQUIDATED DAMAGES**

- D17.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts 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).
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D18. SCHEDULED MAINTENANCE**

- D18.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Landscape Maintenance as specified in CW3510.

D18.2 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**

### **D19. JOB MEETINGS**

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

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

### **D20. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS**

D20.1 Traffic Control shall be carried out in accordance with Section 3.7 of CW 1130 of the General Requirements.

D20.2 Further to D20.1, should the Contract Administrator require that Work on 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.

D20.3 Regional Streets in this Contract are:

- (a) Salter Ave
- (b) Main St
- (c) Sherbrook St

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

- (a) Salter Ave
  - (i) Maintain one lane of traffic in both directions on Salter Ave at all times.
  - (ii) Intersecting streets and private approaches must be maintained at all times.
  - (iii) Bus traffic must be maintained at all times.
- (b) Main St
  - (i) Maintain a minimum of two southbound lanes at all times.
  - (ii) Intersecting streets and private approaches must be maintained at all times.
  - (iii) Bus traffic must be maintained at all times.
- (c) Sherbrook St
  - (i) Maintain a minimum of two northbound lanes at all times.
  - (ii) Intersecting streets and private approaches must be maintained at all times.
  - (iii) Bus traffic must be maintained at all times.

(d) Aberdeen Ave, Agassiz Dr S Leg, Alfred Ave, Anderson Ave, Banning St, Bushnell St, Carruthers Ave, Charles St, College Ave, Cork Ave, Edgewood St, Glenway Ave, Hallet St, Inkster Blvd, Kavanagh St, Lansdowne Ave, Martin Ave W, Matheson Ave E, Minto St, Pritchard Ave, Sinclair St, Talbot Ave, and Water Ave.

(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 traffic must be maintained at all times

D20.5 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.

D20.6 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.

D20.7 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 Contractor shall provide a flag person to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.

D20.8 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.

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

D21.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

D22.1 Further to B11.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B11.4.

### **MEASUREMENT AND PAYMENT**

#### **D23. PAYMENT**

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor’s banking institution.

### **WARRANTY**

#### **D24. WARRANTY**

D24.1 Warranty is as stated in C13.

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

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

BID OPPORTUNITY NO. 1066-2013

2013 SEWER RENEWALS AND REPAIRS - CONTRACT NO.14

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D11)

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

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 1066-2013  
2013 SEWER RENEWALS AND REPAIRS - CONTRACT NO.14

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

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

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

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

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

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

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

Partial drawings are permitted.

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

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

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

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

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

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

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

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

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

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

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

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

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
10692	DRAWING INDEX, DESIGN NOTES, LEGEND, & ABBREVIATIONS
10693	ABERDEEN AVENUE – MH AT SINCLAIR STREET TO MH AT ARLINGTON STREET
10694	AGASSIZ DRIVE - 1 <sup>ST</sup> MH W OF THATCHER DRIVE TO MH AT THATCHER DRIVE
10695	ALFRED AVENUE – MH AT SINCLAIR STREET TO 1 <sup>ST</sup> MH W OF SINCLAIR STREET
10696	ANDERSON AVENUE – 1 <sup>ST</sup> MH W OF MACKENZIE STREET TO MH AT MACKENZIE STREET
10697	BANNING STREET – 1 <sup>ST</sup> MH N OF PORTAGE AVENUE TO MH AT PORTAGE AVENUE
10698	BUSHNELL STREET – MH AT ALEXANDER AVENUE TO MH AT LOGAN AVENUE
10699	CARRUTHERS AVENUE – MH AT SALTER STREET TO 1 <sup>ST</sup> MH E OF SALTER STREET
10700	CHARLES STREET – MH AT ATLANTIC TO MH AT BANNERMAN AVENUE
10701	COLLEGE AVENUE – MH AT SALTER STREET TO 1 <sup>ST</sup> MH E OF SALTER STREET
10702	COLLEGE AVENUE – MH AT MCPHILLIPS STREET TO 1 <sup>ST</sup> MH E OF MCPHILLIPS STREET
10703	CORK AVENUE – MH AT HANNA STREET TO MH AT SLY DRIVE
10704	EDGEWOOD STREET – 3 <sup>RD</sup> MH E OF RUE YOUVILLE TO 2 <sup>ND</sup> MH E OF RUE YOUVILLE
10705	GLENWAY AVENUE – 1 <sup>ST</sup> MH W OF HENDERSON HIGHWAY TO MH AT HENDERSON HIGHWAY

- 10706 HALLET STREET – MH AT ROVER AVENUE TO 1<sup>ST</sup> MH W OF ROVER AVENUE
- 10707 INKSTER BOULEVARD – MH AT MAIN STREET TO 1<sup>ST</sup> MH EAST OF MAIN STREET
- 10708 KAVANAGH STREET – 1<sup>ST</sup> MH E OF DUFRESNE AVENUE TO MH AT ARCHIBALD STREET
- 10709 LANSDOWNE AVENUE – MH AT ANDREWS STREET 1<sup>ST</sup> MH E OF ANDREWS STREET
- 10710 MAIN STREET – MH AT CATHEDRAL AVENUE TO MH AT MACHRAY AVENUE
- 10711 MARTIN AVENUE – 1<sup>ST</sup> MH E OF BRAZER STREET TO 2<sup>ND</sup> MH E OF BRAZER STREET
- 10712 MATHESON AVENUE – MH AT ST CROSS STREET TO 1<sup>ST</sup> MH E OF ST CROSS STREET
- 10713 MINTO STREET – 1<sup>ST</sup> MH N OF PORTAGE AVENUE TO MH AT PORTAGE AVENUE
- 10714 PRITCHARD AVENUE – MH AT MCPHILLIPS STREET TO 1<sup>ST</sup> MH E OF MCPHILLIPS STREET
- 10715 SHERBROOK STREET – MH AT CUMBERLAND AVENUE TO 1<sup>ST</sup> MH S OF CUMBERLAND AVENUE
- 10716 SINCLAIR STREET – 1<sup>ST</sup> MH N OF MOUNTAIN AVENUE TO MH AT MOUNTAIN AVENUE
- 10717 TALBOT AVENUE – MH AT MIDWINTER AVENUE TO 1<sup>ST</sup> MH W OF MIDWINTER AVENUE
- 10718 WILLIAM STEPHENSON WAY – 1<sup>ST</sup> MH E OF MAIN STREET TO MH A MAIN STREET
- 10724 NOTRE DAME STREET – MH AT MAISONNEUVE STREET TO MH AT NADEAU STREET
- 10726 NOTRE DAME STREET – NADEAU STREET TO MH AT LA FLECHE STREET
- 10727 WELLINGTON CRESCENT – 1<sup>ST</sup> MH W OF KENASTON BOULEVARD TO 2<sup>ND</sup> MH W OF KENASTON BOULEVARD
- 10728 BELMONT AVENUE – 1<sup>ST</sup> MH W OF MAIN STREET TO 2<sup>ND</sup> MH W OF MAIN STREET
- 10729 ANDERSON AVENUE – REPLACEMENT OF 2<sup>ND</sup> MH E OF ANDREWS STREET

## **GENERAL REQUIREMENTS**

### **E2. PROVISIONAL ITEMS**

- E2.1 The Provisional Items listed in the Schedule of Prices are part of the Contract
- E2.2 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.

E2.3 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.

### **E3. PROTECTION OF EXISTING TREES**

- E3.1 Take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area. Contact the City of Winnipeg Forestry Branch at 986-2004 if you require further information on these specifications:
- (a) For trees greater than 100 mm in diameter, attach wood strapping material having a minimum thickness of 25 millimetres and minimum length of 2440 millimetres around tree trunks in a manner that will not harm the trees. Do not use nails or other fasteners that penetrate into trees. The width of strapping should suit the size of the tree being protected. Length of strapping may be reduced to suit tree being protected as approved by the Contract Administrator.
  - (b) For trees less than 100 mm in diameter, install snow fencing around the tree to a 2.0 meter radius complete with installation hardware. The 2.0 meter radius of the snow fencing may be reduced to suit the tree being protected as approved by the Contract Administrator.
  - (c) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of the trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposit on areas where trees are located.
  - (d) Repair, replace and maintain tree protection material during construction of the Work.
  - (e) Remove snow fencing and strapping material without harming trees as soon as the construction and restoration work is complete.
- E3.2 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.
- E3.3 Excavate in a manner to minimize damage to root systems. Keep exposed roots in excavations and trenches moist or shaded.
- E3.4 Prune exposed roots with equipment such as trenchers, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end.
- E3.5 Take precautions to ensure tree limbs overhanging the Site are not damaged by construction equipment. Consult the Forestry Branch on pruning of overhanging or damaged limbs and branches and other unanticipated problems with trees during construction of the Works.
- E3.6 Elm trees are not to be pruned between April 1<sup>st</sup> and August 1<sup>st</sup> under provisions of The Dutch Elm Disease Act.
- E3.7 All damage to existing trees caused by the Contractor's activities shall be repaired as required by the Contract Administrator and the Forestry Branch. Damages must be repaired by an individual with a Manitoba Arborist license or by the Forestry Branch.
- E3.8 The Forestry Branch will remove and replace any trees deemed to have died or that are dying due to damage from carelessness during construction. Removal and replacement costs will be determined by size and market price. The market price will be a comparable transplantable tree of the same or different species or may be the appraised value of the existing tree, as determined by an evaluation procedure presently used by Forestry Branch in conjunction with City Claims Branch. The evaluation procedure is in accordance with current International Society of Arboriculture evaluation procedure.

E3.9 Protection of existing trees, repair of trees and pruning of damaged limbs will not be measured for payment and will be included with Underground or Surface Works. Removal and replacement of existing trees by the Forestry Branch deemed to have died or that are dying due to damage from carelessness during construction will be at the contractor's cost and will be invoiced or deducted from any payments owing.

#### **E4. FULL DEPTH PARTIAL SLAB PATCHES**

E4.1 Construct full depth partial slab patches in accordance with CW 3230.

E4.2 Full depth partial slab patches shall be measured on an area basis and paid for at the Contract Unit price per square meter for "Partial Slab Patches" for each type of pavement.

E4.3 No differentiation will be made for class of patch.

E4.4 No separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices for "Partial Slab Patches".

#### **E5. MISCELLANEOUS CONCRETE SLAB RENEWALS - SIDEWALKS**

E5.1 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.

#### **E6. CONCRETE CURB RENEWALS**

E6.1 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.

#### **E7. TEMPORARY SURFACE RESTORATIONS**

E7.1 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.

E7.2 The Contractor shall monitor and maintain temporarily restored surfaces as required until permanent restoration is complete.

E7.3 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.

E7.4 All costs associated with the maintenance or reconstruction of temporary pavement incurred by the City shall be deducted from future payments to the Contractor.

E7.5 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.

E7.5.1 No measurement or payment will be made for the temporary restoration of barrier or lip curb.

E7.5.2 No measurement or payment will be made for the temporary restorations of boulevards and grassed areas/

E7.5.3 No measurement or payment will be made for the removal of temporary pavement prior to permanent restoration.

## **E8. BACKFILL UNDER TEMPORARY SURFACE RESTORATIONS**

E8.1 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.

E8.2 Class 2 backfill may be compacted in 600mm lifts where backhoe operated pneumatic plate compactors are used.

E8.3 Jet and flood Class 2, Class 3 and Class 5 backfilled excavations in spring when ground is not frozen prior to permanent restoration.

E8.4 No extra payment will be made for the installation of Class 2 backfill under temporary street pavement and sidewalk.

## **E9. SNOW CLEARING**

E9.1 All required snow clearing shall be performed by the Contractor at his own expense.

E9.2 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.

E9.3 Snow built-up on sidewalks and roadway shall be maintained to the condition of the surrounding sidewalks and roadways.

## **E10. VIDEO INSPECTION OF SERVICES WITHIN LIMITS OF REPAIR**

E10.1 With the Contract Administrator present, provide video inspection from the sewer main to property line of the sewer service within the limits of online sewer repairs and renewals to determine if service renewal is required.

E10.2 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.

E10.3 Video inspection of sewer services shall be measured on a length basis and paid for at the Contract Unit Price per metre for "Sewer Service Inspection" for all sizes and types of sewer service. 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.

## **E11. RE-ROUTING OF EXISTING WATER SERVICES**

- E11.1 No separate measurement or payment will be made for Re-Routing water services, the cost for which shall be included in the prices for "Sewer Repair".
- E11.2 Any water service that cannot be re-routed without the use of unions shall instead be renewed from water main to property line, and will be paid for at the contract unit prices in accordance with CW2110.

## **E12. WORKING IN CLOSE PROXIMITY TO THE AQUEDUCT**

- E12.1 Prior to any construction, the aqueduct must be exposed by soft dig method so as to confirm depth and location.
- E12.2 Granular material, construction material, soil or other material shall not be stockpiled on the Aqueduct or within 5 meters of centerline of the aqueduct.
- E12.3 Stage construction such that the Aqueduct is not subjected to significant asymmetrical loading at any time.
- E12.4 Where work is in close proximity to the Aqueduct, utilize construction practices and procedures that do not impart excessive vibration loads on the Aqueduct or that would cause the settlement of the subgrade below the Aqueduct.
- E12.5 Concrete demolition and removal within 3 meters horizontally of the Aqueduct shall be completed by saw cutting and removal, or use of hand held jack hammers. Use of machine mounted concrete breakers above the Aqueduct shall not be permitted.

## **E13. CROSSING THE AQUEDUCT**

- E13.1 All sewer services crossing the Aqueduct must maintain a minimum clearance of 0.5meters between the top of the Aqueduct and the bottom of the sewer service; or as stated by the contract administrator.
- E13.2 A shaft must be excavated by soft dig methods 4 meters from the centerline of the Aqueduct to confirm the alignment and elevation of the drilling rod before it crosses over the Aqueduct. This confirmation must be witnessed by a city representative.

## **PART F - SECURITY CLEARANCE**

### **F1. SECURITY CLEARANCE**

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