



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 481-2014

CONSTRUCTION OF NORTHWEST INTERCEPTOR SEWER

BIDDERS PLEASE NOTE D20

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	7
Form G2: Irrevocable Standby Letter of Credit and Undertaking	9

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Qualification	5
B12. Bid Security	6
B13. Opening of Bids and Release of Information	7
B14. Irrevocable Bid	7
B15. Withdrawal of Bids	7
B16. Evaluation of Bids	8
B17. Award of Contract	8

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2
D8. Furnishing of Documents	3

Submissions

D9. Authority to Carry on Business	3
D10. Safe Work Plan	3
D11. Insurance	3
D12. Performance Security	4
D13. Subcontractor List	4
D14. Equipment List	4
D15. Detailed Work Schedule	4

Schedule of Work

D16. Commencement	5
D17. Working Days	5
D18. Substantial Performance	6
D19. Total Performance	6
D20. Site Occupancy	6

Control of Work

D21. Job Meetings	7
-------------------	---

D22. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	8
D23. The Workplace Safety and Health Act (Manitoba) – Qualifications	8
D24. Traffic Control and Management	8
Measurement and Payment	
D25. Payment	8
Warranty	
D26. Warranty	8
Form H1: Performance Bond	9
Form H2: Irrevocable Standby Letter of Credit	11
Form J: Subcontractor List	13
Form K: Equipment	14

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Soils Investigation Report	1

General Requirements

E3. Office Facilities for the Contract Administrator	1
E4. Excavation, Bedding and Backfill	2
E5. Maintaining Existing Sewer Flows, Flow Control, Diversions and Bypass Pumping	2
E6. Watermains	2
E7. Gravity Sewers	3
E8. Trenchless Excavation	3
E9. Trenchless Excavation Obstructions	4
E10. Temporary Concrete Surface Restorations	4
E11. Existing Abandoned Gas Mains	5
E12. Protection of Existing Trees	5

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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APPENDICES

Appendix A Traffic Staging Plans	
Appendix B Test Hole Logs	

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CONSTRUCTION OF NORTHWEST INTERCEPTOR SEWER

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 31, 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 Contract Administrator or an authorized representative will be available at the Site (corner of Inkster Boulevard and Inksbrook Drive) at 9:00 a.m. on July 22, 2014 to provide Bidders access to the Site.

B3.2 The Bidder is advised that two (2) test holes will be conducted consisting of advancement of a 600 mm auger to a minimum of 1 m below the proposed pipe invert. The test holes will be logged, and logs provided to Bidders in the form of an Addendum.

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

B3.4 Any test holes or test pits made by the Contractor shall be approved by the Water and Waste Department. Bidders shall notify the Contract Administrator prior to proceeding with subsurface investigations.

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the 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, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with 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 Each Bidder shall specify under the "Bid Quantity" column in the Form B: Prices, the Initial Span estimated number of Charged Days to complete the Work.
- B10.5 The Initial Span number indicated by the Bidder for the quantity of Charged Days shall be a whole number. If a part of a day is indicated, that quantity will be rounded up to the nearest whole number and the extension recalculated.
- B10.6 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 copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (c) 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, including, but not limited to;
- (a) Resume of Site Superintendent, Site Foreman and trenchless equipment operator(s) detailing a minimum of three projects for each, of similar size and complexity, including references, conducted in the last seven (7) years.
 - (b) Details of proposed equipment to be utilized in trenchless pipe installation operations, including make, model, year and ownership.
- 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.

B13.2 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>

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/default.stm>

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) Evaluated 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(c), 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.
- B16.5 Further to B16.1(c), the Evaluated Total Bid Price shall include Site Occupancy Costs shown on Form B: Prices, Site Occupancy cost shall be the Initial Span bid in Charged Days, multiplied by the Site Occupancy Unit Price listed in Form B: Prices.

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.
- B17.4 Award of this Bid Opportunity will be contingent upon the Province of Manitoba approving funding for the Work. If sufficient funding is not approved by the Province, the City shall have the right to not Award the Work.

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 installation of approximately 1,665 metres of 1350 mm wastewater interceptor trunk by trenchless methods, including manholes, temporary works and restorations. Work includes provision for Site Occupancy costs as further described in D20.

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

- (a) Installation of approximately 1,665 metres of 1350 millimetre wastewater interceptor trunk by trenchless methods, including manholes and appurtenances.
- (b) Connection to existing wastewater trunk.
- (c) CCTV sewer inspection.
- (d) Concrete pavement restoration.

D2.3 The Scope of Work in this Bid Opportunity is funded in part by the Province of Manitoba. The City currently has no approved funding in the Capital Budget for the Provincial portion of the Work, but is anticipating receiving notification about funding from the Province of Manitoba prior to Award of this Bid Opportunity. The Work is contingent upon the Province approving sufficient funding.

D2.3.1 Further to C7.1, if notice of sufficient funding is not received, the City shall have the right to cancel the project.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) “**AWWA**” means American Waterworks Association;
- (b) “**CSA**” means Canadian Standard Association;
- (c) “**NSF**” means National Sanitation Foundation;
- (d) “**ASTM**” means American Society for Testing and Materials
- (e) “**Site Occupancy**” means a system for monitoring and administering progress of the Work. Site occupancy involves the Contract Administrator setting a completion date for the Work along with a daily Contract Administration cost (Site Occupancy cost) for each Working Day the Contractor is able to work. The Contractor Bids the number of anticipated Working Days to complete the Work, and depending on the actual Working Days to complete the Work, there may be a bonus payment or deduction applied to the final payment.
- (f) “**Charged Days**” means the unit of measurement of time for Site Occupancy. For purposes of assessing Charged Days, a Charged Day will be equivalent to a Working Day as defined in C1.1(jj) and amended in D17;
- (g) “**Initial Span**” means the number of Charged Days bid by the Contractor for Site Occupancy on Form B: Prices;
- (h) “**Final Span**” means the number of Charged Days assessed for Site Occupancy as calculated pursuant to D20.5.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is AECOM, represented by:

Mr. Marvin McDonald, C.E.T.

Project Manager

Telephone No. 204 477 5381

Facsimile No. 204 284 2040

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

D4.3 Bids Submissions must be submitted to the address in B8.8.

D5. CONTRACTOR'S SUPERVISOR

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

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 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.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

D7. NOTICES

D7.1 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.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D4.1.

D7.3 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

- D7.4 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

D8. FURNISHING OF DOCUMENTS

- D8.1 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

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D10.3 Notwithstanding B11.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- D11.2 Deductibles shall be borne by the Contractor.

D11.3 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.

D11.4 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.

D12. PERFORMANCE SECURITY

D12.1 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.

D12.1.1 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.

D12.2 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.

D13. SUBCONTRACTOR LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least ten (10) 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.

D14. EQUIPMENT LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least ten (10) 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.

D15. DETAILED WORK SCHEDULE

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least ten (10) 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.

D15.2 The detailed work schedule shall consist of the following:

- (a) a Gantt chart for the Work;
acceptable to the Contract Administrator.

- D15.3 Further to D15.2, the schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work:
- (a) Mobilization
 - (b) Lane Closure Schedule(s)
 - (c) Shaft Construction (each shaft)
 - (d) Sewer Construction (each Manhole to Manhole Run)
 - (e) Pavement Restoration
 - (f) Landscape Restoration
 - (g) Substantial Performance
 - (h) Total Performance
- D15.4 Further to D15.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D16. COMMENCEMENT

- D16.1 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.
- D16.2 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the performance security specified in D12;
 - (vi) the Subcontractor list specified in D13;
 - (vii) the equipment list specified in D14; and
 - (viii) the detailed work schedule specified in D15.
 - (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.
- D16.3 The Contractor shall commence the Work on the Site no later than the date of Substantial Performance as indicated in D18, less the number of Working Days bid as Initial Span for Site Occupancy and indicated on Form B: Prices.

D17. WORKING DAYS

- D17.1 Further to C1.1(jj), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D17.2 Notwithstanding C1.1(jj), a Working Day includes a Saturday, Sunday, or a statutory or civic holiday when the Contractor chooses to undertake work requiring the presence of the Contract Administrator and/or City resources.

D17.3 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

D17.4 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.

D17.5 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D18. SUBSTANTIAL PERFORMANCE

D18.1 The Contractor shall achieve Substantial Performance by May 31, 2016.

D18.2 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.

D18.3 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

D19. TOTAL PERFORMANCE

D19.1 The Contractor shall achieve Total Performance by June 30, 2016.

D19.2 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.

D19.3 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.

D20. SITE OCCUPANCY

D20.1 Definitions

D20.1.1 Wherever the following terms are used, the intent and meaning will be interpreted as follows:

- (a) Charged Days: Means the unit of measurement for time of Site Occupancy. For the purposes of assessing Charged Days, a Charged Day will be equivalent to a Working Day as defined in C1.1(jj) and amended in D17.
- (b) Initial Span: Means the number of Charged Days bid by the Contractor for Site Occupancy on Form B: Prices.
- (c) Final Span: Means the number of Charged Days assessed for Site Occupancy as calculated pursuant to D20.5.

D20.2 Measurement

D20.3 Time shall be the essence of the Contract. The Contractor shall provide the necessary material, labour and equipment to ensure that the Work will be completed within the consecutive amount

of Charged Days Bid for Initial Span for Site Occupancy, and in no case later than the date specified for Total Performance. Failure to complete the Work within the Bid number of Charged Days will result in the deduction of Site Occupancy costs, as further defined herein. The total amount of Charged Days will be measured in whole numbers.

D20.4 Further to D20.3, the Contractor will be permitted one (1) suspension of on-site construction to facilitate coordination of subcontractors, materials deliveries or seasonal weather, Charged Days will not be charged during this period. During this period, the Site must be made secure, roadways completely operational, and all existing facilities and work in progress be protected from weather or other potentially harmful effects. Changes to Contract Critical Stages or completion dates resulting from suspension of Charged Days, will not be considered.

D20.4.1 Charged Days will be assessed for every day except for the following:

- (a) Days prior to the Contractor starting work on a stage of the Contract. The Contractor shall provide a minimum of 14 days notice to the City for commencement of the Work. Failure of the Contractor to commence work as indicated, in the opinion of the Contract Administrator, may result in the assessment of Charged Days equivalent to the estimated costs incurred to the City;
- (b) Days not worked due to Force Majeure.

D20.5 Final Span

D20.5.1 Extensions to the Initial Span will determine the Final Span and will be calculated as follows:

- (a)
$$\text{Final Span} = \frac{F}{A} \times I$$
- (b) Where: Final Span = adjusted number of Charged Days allowed (a fraction of a day will be rounded up to a full day);
 - (i) *F = Final Contract Amount (excluding Liquidated Damages and Site Occupancy);
 - (ii) I = Initial Span of the Contract
 - (iii) *A= Total Amount at Award (excluding Site Occupancy).

D20.6 Site Occupancy Payment

D20.6.1 Payment for Site Occupancy for the Contract will be made as follows:

- (a) If the number of Charged Days equals the Final Span, no payment or deduction will be made.
- (b) If the number of Charged Days is less than the Final Span, a payment equal to the Contract Unit Price per Charged Day multiplied by the difference between the Final Span and the actual number of Charged Days, to a maximum amount of one percent (1%) of the Total Bid Price, will be made to the Contractor.
- (c) If the number of Charged Days exceeds the Final Span, a deduction equal to the Contract Unit Price per Charged Day multiplied by the difference between the actual number of Charged Days and the Final Span will be made from the payment to the Contractor.

CONTROL OF WORK

D21. JOB MEETINGS

D21.1 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.

D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D22.1 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).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D23.1 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.

D24. TRAFFIC CONTROL AND MANAGEMENT

D24.1 Further to Section 3.7 of CW 1130 of the Site Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times during construction. The proposed traffic management plan is illustrated in further detail on the Drawings in Appendix A.

D24.2 Inkster Boulevard and intersections experience periods of high traffic volumes.

- (a) The primary objective is to maintain a minimum of one lane of traffic flow in each direction on Inkster Boulevard or any cross street intersection, although selected turning movements may be blocked for the duration of the Works.

MEASUREMENT AND PAYMENT

D25. PAYMENT

D25.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D25.2 Further to D20, no payment will be made for Site Occupancy, other than as set out in D20.6. Site Occupancy Amount on Form B: Prices will be used for evaluation of the Bids.

WARRANTY

D26. WARRANTY

D26.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D12)

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. 481-2014

CONSTRUCTION OF NORTHWEST INTERCEPTOR SEWER

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 D12)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 481-2014
CONSTRUCTION OF NORTHWEST INTERCEPTOR SEWER

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)

FORM K: EQUIPMENT
(See D14)

CONSTRUCTION OF NORTHWEST INTERCEPTOR SEWER

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

FORM K: EQUIPMENT
(See D14)

CONSTRUCTION OF NORTHWEST INTERCEPTOR SEWER

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

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>Appendix No.</u>	<u>Title</u>
A	Traffic Staging Plans
B	Test Hole Logs

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Cover Sheet
10733	Inkster Boulevard - 446m E of Roy Roche Drive to 306m W of Inksbrook Drive
10734	Inkster Boulevard - 91m E of Brookside Boulevard to 31m W of Inksbrook Drive
10735	Inkster Boulevard - 366m E of Brookside Boulevard to 34m W of Tallman Street
10736	Inkster Boulevard - 187m E of Inksbrook Drive to 29m W of Cleveland Street
10737	Inkster Boulevard - 17m E of Burrows Avenue to 31m W of Groverdale Avenue
10738	Inkster Boulevard - 201m E of Cleveland Street to 195m W of King Edward Street
10739	Inkster Boulevard - 223m E of Groverdale Avenue to King Edward Street
10740	Inkster Boulevard - Miscellaneous Details

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, the Test Hole Logs provided in Appendix B, and shown on the Drawings, are provided to supplement the Bidder's evaluation of Site conditions within the work area. Interpretation of the information provided is the responsibility of the Contractor. Variations in the soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally.

GENERAL REQUIREMENTS

E3. OFFICE FACILITIES FOR THE CONTRACT ADMINISTRATOR

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
- The field office shall be conveniently located near the Site of the Work;
 - The building shall have a minimum floor area of 20 square metres, with window area of 3 square metres and a door entrance with suitable lock satisfactory to the Contract Administrator.
 - The building shall be suitable for all-weather use. It shall be capable of maintaining a temperature range between 16°C and 25°C;
 - The building shall be supplied with adequate lighting and 120 Volt power supply;

- (e) The building shall be supplied with a high speed internet connection
- (f) The building shall be furnished with one desk, one meeting table, one drafting table, one filing cabinet and six chairs, all satisfactory to the Contract Administrator;
- (g) A separate toilet with door lock shall be supplied for the Contract Administrator;
- (h) The field office shall be cleaned weekly immediately prior to the Job Site Meetings to the satisfaction of the Contract Administrator;
- (i) The provision of the field office with the aforementioned furnishings and equipment shall also include maintenance and removal of the field office, operating costs and any service installation costs.

E4. EXCAVATION, BEDDING AND BACKFILL

E4.1 Submittals

- (a) Submit shoring designs, in accordance to CW 2160.

E4.2 Existing Utilities

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

E4.3 Disposal of Unsuitable or Surplus Excavated Material

- (a) The Contractor is responsible for arranging for a disposal site for all excavated material, including all associated works including transportation and payment of tipping fees. Disposal of all excavated material shall be considered incidental to the Works.

E4.4 Foundation, Bedding and Backfill

- (a) Type 3 foundations shall be used in all shafts.
- (b) Type 3 bedding and initial backfill shall be used in place of sand in all shafts.
- (c) All shafts located within paved areas shall be backfilled with Class 1 backfill as per SD-002.
- (d) Shafts to accommodate a tunnelling or jacking machine shall be constructed with a concrete foundation of sufficient cross section and trueness to adequately support and align the machine during tunnelling operations.
- (e) Class A Bedding shall be used for coring shafts for 1350mm pipe as per SD-001.

E5. MAINTAINING EXISTING SEWER FLOWS, FLOW CONTROL, DIVERSIONS AND BYPASS PUMPING

E5.1 Maintaining Existing Sewer Flows, Flow Control, Diversions and Bypass Pumping required to complete the Works in the Contract shall be incidental to the Contract as per Clause 4.16.1 of CW 2130.

E5.2 For connection to the existing sewer trunk, provide suitable flume pipe or other form of bypass to ensure connection work can be completed in the dry.

E6. WATERMANS

E6.1 Materials

- (a) Joint Harnesses for PVC pipe shall be supplied with fusion bond epoxy coating.

E6.2 Construction Methods

- (a) Relocation of watermains shall be completed as shown on the Drawings. Bends shall be restrained with PVC joint harness bell rings and stainless steel rods.
- (b) Disinfect all pipes and fittings by swabbing as per as per CW2125.

E6.3 Method of Measurement and Basis of Payment

E6.3.1 Construction of watermain relocation shall be measured on a unit basis, and shall include removal and dewatering of existing pipes, installation of all new pipe, fittings, connectors, thrust block, joint harnesses, bedding and backfill, including all items incidental to the Works.

E7. GRAVITY SEWERS

E7.1 Materials

E7.1.1 Formwork, Reinforcing Steel and Concrete

(a) As per City of Winnipeg CW 2160.

E7.1.2 Concrete Mix Design

(a) Concrete Mix Design as per Table CW 2160, Type A mix.

E7.1.3 Jacking Pipe

(a) Pipe classes for jacking pipe as shown on the Drawings are for long term design conditions and loading. The Contractor shall verify that the pipe class, strength, reinforcing and joint design are suitable for his proposed installation methods and procedures. Design of any pipe to suit installation methods is the responsibility of the Contractor.

E7.2 Submittals

E7.2.1 Submit reinforcing steel Shop Drawings and concrete mix design in accordance to CW 2160.

E7.3 Construction Methods

(a) Cast-in-place concrete as per CW 2160.

(b) Verification of Utility Elevations

(i) Prior to construction, the Contractor shall verify buried utility elevations at proposed crossing locations identified on the drawings. Verification shall occur a minimum of 10 business days prior to any construction on the interceptor trunk such that any required grade adjustments can be made. Contractor shall arrange for all required utility locations, safety watches and other required notifications. Contractor shall provide a minimum of 2 Business Days notice to the Contract Administrator of conducting utility exposures.

E7.4 Method of Measurement and Basis of Payment

E7.4.1 1350 WWS Connection to Existing 1650 WWS: The unit payment for the connection shall include diversion of existing flow, jack hammering the opening for the pipe, required pipe and connection collar to existing sewers, and performing all operations necessary to complete the Works as specified as indicated on the Drawings including all items incidental to the Works.

E7.4.2 Verification of utility Elevations will be measured on a unit basis for each utility location identified on the Drawings, and listed on Form B: Prices, and shall include all required excavation, backfill, utility location services, safety watches, where required and all other items incidental to the Works

E8. TRENCHLESS EXCAVATION

E8.1 Further to Clause 3.4.1 of CW 2130, all sewers shall be installed by trenchless methods.

E8.2 Selection of excavation equipment for installation of sewers by trenchless methods shall be the responsibility of the Contractor and shall be made based on the basis of expected soil conditions outlined in the geotechnical report and as detailed on the soil logs. The Contractor

shall make allowances in the choice of equipment to account for reasonable and minor deviations in ground conditions and shall have contingency plans for the removal of boulders and other minor changes in ground conditions.

- E8.3 In the event that there is a substantial change in the character or nature of the subsurface conditions or that obstructions are encountered, which adversely impact the Contractor's production or construction procedure, the Contractor shall immediately notify the Contract Administrator.
- (a) The notice shall provide details of the change in subsurface soil conditions or obstructions encountered, any proposed construction procedure revision that the Contractor intends to undertake, as well as any other relevant supporting information.
 - (b) The Contract Administrator shall review the notice as expeditiously as possible to assess whether the change in conditions and revised construction procedures amount to a Change in Work. In the case of obstructions due to boulders in the silt/till or hardpan strata where that stratum is evident in the soils logs, no consideration will be made for a Change in Work as boulder obstructions can be reasonably anticipated when working in this stratum. Obstructions such as "random boulders" in the clay strata well above the till interface may be considered as a Change in Work dependent on the level of effort required to facilitate their removal.
 - (c) Where the Contract Administration deems that a Change in Work is necessary, it shall be valued in accordance with the provisions of C7 and the supplementary requirements of E9.

E9. TRENCHLESS EXCAVATION OBSTRUCTIONS

- E9.1 Contingency plans for removal of the obstructions encountered in trenchless excavations must be approved by the Contract Administrator and may consist of but not limited to one of the following.
- (a) Drill or excavate a shaft at the location of the obstruction and remove the obstruction.
 - (b) Remove the obstruction through the jacking head or core hole following drilling, splitting or breaking the obstruction into smaller components as required.
 - (c) Other removal methods.
- E9.2 Where the Contract Administrator deems that the obstruction encountered represents a Change in Work, it shall be valued in accordance with C7.4 (c) and the following supplemental requirements:
- (a) The first four (4) hours of handling obstructions for each occurrence shall be the responsibility of the Contractor.
 - (b) Equipment rates for equipment required in support of the obstruction removal shall be compensated at the MHCA rental rates. Equipment not listed in the MHCA rate schedule shall have their rates established by the Contractor prior to the commencement of Work in accordance with the procedure documented in the MHCA rental guide for establishing equipment rental rates and shall be subject to the approval of the Contract Administrator.
 - (c) Standby equipment that cannot reasonably be deployed elsewhere during the duration of the obstruction removal shall be compensated at 50% of its established rate as noted in E9.2(b) above.
 - (d) Labour rates and material costs associated with obstruction removal shall be compensated as per C7.4 (c) and C7.4.1 with the provision that any removal and replacement of pavements shall be compensated at the Contract Unit Price for such Work.

E10. TEMPORARY CONCRETE SURFACE RESTORATIONS

- E10.1 If the weather will not permit final road pavement restorations to be completed in a timely manner after the underground work, temporary surface restorations for shafts or excavations within the pavement shall be made by installing Temporary Concrete Surface Restorations until such a time as final restorations are complete.

- E10.2 Concrete Surface Restorations shall conform to CW 2130 with the following exception:
- (a) No tie bars, dowels or reinforcing steel shall be required.
- E10.3 All shafts and excavations shall be flooded and jetted prior to installing temporary surface restorations.
- E10.4 If the weather will permit, road pavement restorations shall be final restorations and shall commence immediately after underground construction.
- E10.5 Construction of temporary concrete pavement shall be measured on a square metre basis. The amount paid for shall be the total number of square metres of specified thickness acceptably placed. Payment shall be compensation in full for preparation of the base, supplying forms, insulating blankets, as well as supply and placement of Portland cement concrete pavement complete. Payment shall also include removal and disposal of the temporary pavement when permanent restorations commence.
- E10.6 Temporary surface restorations must be completed and maintained to the satisfaction of the Contract Administrator.
- (a) Any temporary concrete, cement stabilized fill, limestone and/or cold mix placed during winter construction shall be completely removed and the remaining backfill shall be flooded, tamped and topped up prior to performing permanent pavement or boulevard restorations.
- E10.7 Temporary concrete shall be maintained and/or replaced in such a manner that it does not present a hazard to pedestrians and vehicle traffic to the satisfaction of the Contract Administrator. The cost of maintenance and/or replacement of temporary concrete shall be incidental to the installation of the temporary concrete until final concrete restorations are completed.
- E11. EXISTING ABANDONED GAS MAINS**
- E11.1 Should it become necessary for an existing abandoned gas main to be removed to facilitate construction of the sewer, it shall be the responsibility of the Contractor to notify the Gas Company prior to removing the main. After obtaining an acknowledgement from the Gas Company that the main is abandoned, the necessary length may be removed and the open ends of the abandoned gas main plugged and sealed in accordance with CW2130. No separate payment shall be made for this Work. It shall be incidental to the price bid for installation of the sewers.
- E12. PROTECTION OF EXISTING TREES**
- E12.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing boulevard trees within and adjacent to the limits of construction:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of any tree.
 - (b) Mature tree trunks shall be strapped with 25 x 150 x 2400 (1" x 6" x 8') wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.
 - (i) Excavations shall be carried out in such a manner so as to minimize damage to existing root systems. Roots over 50mm in diameter which must be cut to facilitate an excavation shall be neatly pruned with a saw prior to excavation and coated with an appropriate wound dressing to prevent infection.
 - (ii) Work on Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch.

- (c) American elm trees are not to be pruned between April 1st and August 1st and Siberian elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.

E12.2 All damages to existing trees caused by the Contractor's construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Parks and Recreation Department, Forestry Branch.

- (a) No separate measurement or payment will be made for protection of trees. It shall be considered incidental to the Contract Work.

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) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following:
- (a) the police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/>; or
 - (c) 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.