



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 89-2015**

**NORTH KILDONAN FEEDERMAIN REPLACEMENT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 NORTH KILDONAN FEEDERMAIN REPLACEMENT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 19, 2015.

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.

B3.2 The Bidder is advised that samples recovered from the soil test holes can be viewed in the Winnipeg office of the geotechnical consultant who performed the study. Provide 48 hours notice to the Contract Administrator to allow arrangements to be made to view the test hole samples. Do not contact the geotechnical consultant directly

B3.3 The Bidder is advised to view the site to account for site access constraints, material laydown and staging areas, and equipment staging areas.

### **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 Bidder must complete the appropriate column for item numbers 4 and 9. These quantities are dependent on the number of construction days as referenced in D19.**
- B10.3 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.
- B10.4 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.

B10.5 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);
- (d) The City has, through a Request for Qualification process, identified Horizontal Directional Drilling (HDD) Contractors and Microtunneling (MT) Contractors who have successfully prequalified to participate in this project. Any contractors submitting a tender bid using an HDD or MT contractor not prequalified by this process will be rejected.
- (e) The following Horizontal Directional Drilling contractors have been prequalified:

- (i) Accurate HD Ltd.  
Scott Roseen  
Director  
15 Industrial Drive, Box 109  
New Bothwell, MB, ROA 1C0  
Ph: 855-374-5548  
Fax: 855-374-5500
- (ii) Crown Utilities Ltd. with Canadian Horizontal Drilling Inc. (CHD)  
Norman Alegria, CET, EIT.  
Manager  
1043 Dugald Road  
Winnipeg, MB, R2J 0G8  
Ph: 204-231-1048  
Fax: 204-237-7053
- (iii) Direct Horizontal Drilling Inc.  
Justin Hedermann  
Business Development  
Box 4027  
Spruce Grove, AB, T7X 3B2

Ph.: 403-269-4998  
Fax: 403-234-9179

(iv) Directional Mining & Drilling Ltd.

Jack Maloney  
President  
3528-248<sup>th</sup> Street  
Aldergrove, BC, V4W 1Y7  
Ph.: 604-857-9820  
Fax: 604-857-9821

(v) LTL Directional Drilling Services Ltd.

Travis Kraag  
Vice-President  
227 Highway 527  
Shuniah, ON, P7A 0N4  
Ph.: 807-620-8728  
Fax: 807-623-3136

(vi) Marathon Drilling Co. Ltd.

Mario Venditti  
Estimator / Project Manager  
6847 Hiran Drive  
Greely, ON, K4P 1A2  
Ph.: 613-822-0571  
Fax: 613-822-7176

(vii) Michels Canada

Aimee Provencal  
Executive Assistant  
1102-16 Avenue  
Nisku, AB, T9E 0A9  
Ph.: 780-955-2120  
Fax: 780-955-4240

(viii) Precise Crossings Ltd.

Craig Nernberg  
Project Manager  
Box 3852  
Spruce Grove, AB, T7X 3B4  
Ph: 780-504-1334  
Fax: 780-962-6852

(ix) Robert B. Somerville Co. Limited

Conor Walshe  
Manager HDD Western Canada  
13176 Dufferin Street  
King City, ON, L7B 1K5  
Ph: 780-447-4141  
Fax: 780-447-4001

(f) The following Microtunnelling contractors have been prequalified:

- (i) Dibco – CRS, A Joint Venture

Walter Trisi  
General Manager, Vice President, CRS Tunneling, Inc.  
1151 South Service Road, W. #3  
Oakville, ON, L6L 6K4  
Ph.: 905-469-1200  
Fax: 905-469-1400

(ii) Michels Canada  
Aimee Provencal  
Executive Assistant  
1102-16 Avenue  
Nisku, AB, T9E 0A9  
Ph.: 780-955-2120  
Fax: 780-955-4240

(iii) Ward and Burke Microtunnelling  
Seamus Tynan  
Engineer / Estimator  
2410 Meadowpine Blvd  
Mississauga, ON, L5N 6S2  
Ph.: 416-891-9378  
Fax: 905-821-1525

- 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.
- 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) 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.

B16.5 The Contract may be awarded on the basis of:

- (a) Alternative 1 – Horizontal Directional Drilling; or
- (b) Alternative 2 – Microtunnelling.

as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria listed in B16.1.

B16.5.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on all alternatives.

B16.5.2 Notwithstanding B17.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he/she has not bid.

## **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 the installation of a new feedermain by horizontal directional drilling or microtunnelling to replace the existing North Kildonan Feedermain crossing of the Red River. The construction of new valve chambers, and associated connections to the existing water distribution system will occur under a separate contract.

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

(a) Supply and installation feedermain:

- (i) Approximately 330 m of 750 mm HDPE pipe by horizontal directional drilling under the Red River, or
- (ii) Approximately 260 m of 750 mm HDPE pipe within an anticipated 1200 mm casing pipe installed by microtunnelling, 70 m of vertically installed 600 mm Steel Piping within manholes.

(b) Feedermain hydrostatic pressure testing, flushing and disinfection; and

(c) Site surface restoration.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**HDPE**" means High Density Polyethylene;
- (b) "**HDD**" means Horizontal Directional Drilling;
- (c) "**MT**" means Microtunnelling
- (d) "**NSF**" means National Sanitation Foundation
- (e) "**ASTM**" means American Society for Testing and Materials
- (f) "**PCCP**" means Pre-stressed Concrete Cylinder Pipe
- (g) "**CSA**" means Canadian Standards Association
- (h) "**NMS**" means National Master Specifications

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Associated Engineering, represented by:

Colin McKinnon, P.Eng.  
Project Manager

Telephone No. 204-942-6391

Facsimile No. 204-942-6399

D4.2 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.

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/matmgmt/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) Wrap Up Liability insurance in the amount of not less than five million dollars (\$5,000,000) inclusive per occurrence written in the name of the Contractor, sub-contractors, engineers and sub-consultants and The City of Winnipeg, covering bodily injury, personal injury, property damage and products and completed operations endorsement. Wrap Up liability to also include cross liability clause, contractual liability and to include a 24 months completed operations endorsement.
  - (b) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000).
  - (c) An all risks installation floater carrying adequate limits to cover all supplies and/or materials intended to enter into and form part of any installation.
  - (d) An all risks property insurance policy to cover all machinery, equipment and tools that may be owned, rented, leased or borrowed to be used in conjunction with the scope of the work
  - (e) Contractors Pollution Liability (CPL) insurance in the amount of at least two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate to remain in place during the performance of the Work and for 12 months after completion for services. Pollution Liability to include the following :
    - (i) Bodily injury;
    - (ii) Property damage including diminution in value; and Natural Resource Damages;
    - (iii) Clean Up;
    - (iv) Transported Cargo and non-owned disposal sites (blanket basis); and

- (v) Sudden and gradual pollution conditions including the further disruption of pre-existing conditions from the services rendered by the Contractor.

- D11.2 Workers compensation must be in place in accordance with provincial legislation.
- D11.3 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D11.4 Deductibles shall be borne by the Contractor.
- D11.5 The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.
- D11.6 The Contractor shall provide the Contract Administrator with evidence of insurance at least two (2) business days prior to the commencement of any Work on the Site but in no event later than seven (7) calendar days from notification of the award of the Contract. The evidence shall be in a form of a certificate of insurance and must be satisfactory to the City Solicitor.
- D11.7 All policies shall be in a form satisfactory to the City of Winnipeg and shall be kept in full force and effect during the Work.

## **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 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.

## **D14. DETAILED WORK SCHEDULE**

- D14.1 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.
- D14.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;  
acceptable to the Contract Administrator.

D14.3 Further to D14.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

- (a) For Alt. 1: HDD, at a minimum, the following activities/tasks are to be included on the C.P.M. schedule:
  - (i) Project Start – Site Mobilization;
  - (ii) Pipe Fusion;
  - (iii) Pilot Bore;
  - (iv) Reaming;
  - (v) Pipe Pullback;
  - (vi) Pressure Testing, Flushing and Disinfection;
  - (vii) Site Restoration; and
  - (viii) Demobilization.
- (b) For the Alt. 2: MT, at a minimum, the following activities/tasks are to be included on the C.P.M. schedule:
  - (i) Project Start – Site Mobilization;
  - (ii) East Shaft Construction;
  - (iii) West Shaft Construction;
  - (iv) Tunnelling;
  - (v) Carrier Pipe Installation;
  - (vi) Manhole and Riser Pipe Installation;
  - (vii) Pressure testing, Flushing and Disinfection;
  - (viii) Site Restoration; and
  - (ix) Demobilization.
- (c) Schedule shall be computer generated and supplied to the Contract Administrator.

## **SCHEDULE OF WORK**

### **D15. COMMENCEMENT**

- D15.1 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.
- D15.2 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 detailed work schedule specified in D14.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
  - (c) Additionally, prior to the commencement of the trenchless crossing of the Red River, the Contractor shall submit for review and approval:

- (i) For Alternate 1: Horizontal Directional Drilling (HDD):
  - (i) HDD Execution Plan as outlined in Section 3.12 of Specification 02446 Horizontal Directional Drilling;
  - (ii) Site Management Plan as outlined in E12.5.(g) Erosion and Sedimentation Control Measures; and
  - (iii) Environmental Response Plan (ERP) as outlined in Section 3.10 of Specification 02446 Horizontal Directional Drilling.
- (ii) For Alternate 2: Microtunnelling (MT):
  - (i) Microtunnelling Work Plan as outlined in Section 1.6.2 of Specification 02311 Microtunnelling;
  - (ii) Site Management Plan as outlined in E12.5.(g) Erosion and Sedimentation Control Measures; and
  - (iii) Environmental Response Plan (ERP) as outlined in Section 3.10 of Specification 02446 Horizontal Directional Drilling.

D15.3 Commencement of the Work shall be at the discretion of the Contractor provided the commencement date will allow the achievement of the Substantial Performance of the Work in accordance with D17, and Total Performance of the Work in accordance with D18.

#### **D16. WORKING DAYS**

D16.1 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.

D16.2 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.

D16.3 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.

D16.4 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.

D16.5 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.

#### **D17. SUBSTANTIAL PERFORMANCE**

D17.1 The Contractor shall achieve Substantial Performance by October 31, 2015.

D17.2 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.

D17.3 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.

## **D18. TOTAL PERFORMANCE**

- D18.1 The Contractor shall achieve Total Performance by November 15, 2015.
- D18.2 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.
- D18.3 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.

## **D19. SITE OCCUPANCY**

### **D19.1 Definitions**

- D19.1.1 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 D16.
  - (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 D19.3.

### **D19.2 Measurement**

- (a) 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.

### **D19.2.1 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.

### **D19.3 Final Span**

#### **D19.3.1 Extensions to the Initial Span will determine the Final Span and will be calculated as follows:**

- (a) 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).

**D19.4 Site Occupancy Payment**

D19.4.1 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 Fifty Thousand dollars (\$50,000) 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.

**D20. LIQUIDATED DAMAGES**

D20.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – Two Thousand One Hundred dollars (\$2,100.00)
- (b) Total Performance – Six Hundred dollars (\$600.00)

D20.2 The amounts specified for liquidated damages in D20.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

**D21. SCHEDULED MAINTENANCE**

D21.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Seeding as specified in CW3520;

D21.2 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**

**D22. JOB MEETINGS**

D22.1 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.

D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

**D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D23.1 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).

**D24. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D24.1 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**

**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.

**WARRANTY**

**D26. WARRANTY**

D26.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D26.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D26.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D26.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**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. 89-2015

**NORTH KILDONAN FEEDERMAIN REPLACEMENT**

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. 89-2015  
NORTH KILDONAN FEEDERMAIN REPLACEMENT

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>Specification No.</u>	<u>Specification Title</u>
	NMS Table of Contents
02161	Shaft Excavation and Support
02301	Carrier Pipe Installation
02311	Microtunnelling
02331	Annular Space Grouting
02332	Contact Grouting
02446	Horizontal Directional Drilling
02611	Reinforced Concrete Jacking Pipe
02616	Welded Steel Pipe – Pipe Jacking Installation

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Cover Sheet
D-13759	Legend and Site Access
D-13760	Alt. 1: HDD Plan and Profile Red River Crossing Station 1+39 to 4+65
D-13761	Alt. 2: MT Plan and Profile Red River Crossing Station 1+00 to 3+50
D-13762	Alt. 2: Microtunnel Details

<u>Appendix No.</u>	
A	Soils Investigation Report – TREK North Kildonan Feedermain Detailed Design – Geotechnical Report Addendum No.1 – Trek North Kildonan Feedermain – Micro Tunnelling Option Considerations
B	Manitoba Operational Statement Habitat Management Program for High Pressure Directional Drilling by the Department of Fisheries and Oceans

#### E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, a geotechnical soils investigation has been done in the vicinity of the proposed Works to determine the character of the subsurface soil to facilitate the design of the Work. The information is considered accurate at the locations indicated and at the time of the investigation. Soil test hole logs are shown on Drawings D-13760 and D-13761 and a complete copy of the soils investigation report completed by TREK Geotechnical is included in Appendix A.

- E2.2 Samples recovered from the soil test holes can be viewed in the Winnipeg office of the geotechnical consultant who performed the study. Provide 48 hours' notice to the Contract Administrator to allow arrangements to be made to view the test hole samples. Do not contact the geotechnical consultant directly.
- E2.3 Bidders are responsible for any interpretation they place on the supplied information and are expected to make such additional investigation of the soil as they feel necessary to satisfy themselves with the conditions as it relates to the Work. No separate measurement or payment will be made for any additional soil investigation, and will be considered incidental to the Works of the project.
- E2.4 Any additional investigation by the Bidder shall be done in accordance with the requirement of the appropriate authority of the City of Winnipeg. Bidders shall notify the contract Administrator prior to starting any soil boring operation.
- E2.5 No separate measurement or payment will be made for any additional soil investigation, and will be considered incidental to the Works of the project.

## **GENERAL REQUIREMENTS**

### **E3. WATERWAY BY-LAW**

- E3.1 The Contractor shall note that all Works within 107 metres (350 feet) of a riverbank are within the jurisdiction of the Waterway By-Law.
- E3.2 The Contract Administrator is in the process of obtaining the Winnipeg Waterway Authority Permit for the project. Once the permit is obtained the Contract Administrator shall provide the contractor with a copy of the permit for the project and the Contractor shall be governed by the Permit's requirements.
- E3.3 Under no circumstances will stockpiling of any material be permitted within 107 metres (350 feet) of a riverbank.

### **E4. WATERWAYS PROTECTION**

- E4.1 All work adjacent to or crossing waterways including creeks and ditches draining into a waterway is regulated by the Federal Department of Fisheries and Oceans (DFO). Contractor must implement Work in accordance to DFO guidelines and regulations.
- E4.2 Contractor to follow E11 Environmental Protection, E12 Erosion and Sedimentation Control Measures, and "The City of Winnipeg Best Management Practices Handbook for Work in and Around the City's Waterways and Watercourses".
- E4.3 No separate measurement or payment will be made for Waterways Protection, and will be considered incidental to the Works of the project.

### **E5. RED RIVER WATER LEVELS**

- E5.1 Normal Red River water levels are as follows:
- (a) Regulated Summer Water Level (RSWL) – normally early June to late October – is approximately 223.44 m (geodetic).
  - (b) Normal Winter Water Level (WWL) – normally late November to late March – is approximately 221.44m (geodetic).
  - (c) Flood Protection Level (FPL) – 229.3m (geodetic).
- E5.2 Red River water levels rise considerably in the spring – typically in late March – due to ice breakup and snow melt. River crest elevations of more than 228 m have occurred (2009).

- E5.3 River elevations may also increase in the summer due to heavy rainfall in the areas south of Winnipeg. Summer crests are usually lower and of shorter duration than spring crests.
- E5.4 Contractor shall schedule work and layout the site so that Red River water levels will not impact the Works.
- E5.5 Occurrence of high river levels during construction of the Work will not be considered a basis for claim for extra work or extra time.
- E5.6 Contractor responsible to secure site in the event of any high river elevations that may impact work.

**E6. PROTECTION OF EXISTING TREES**

- E6.1 Required tree removal shall be the responsibility of the contractor and shall be done according to CW 3010 – Clearing and Grubbing.
- E6.2 Contractor shall identify trees required for removal as per their work plan and submit to it to the Contract Administrator for review and approval. No trees will be removed prior to the Contract Administrators approving the tree removal plan.
- E6.3 Construction activities near trees may result in injury to the trunk, limbs or roots of trees causing damage or death of the tree. In order to prevent such damage:
  - (a) Trees within or adjacent to a construction area must be protected during construction by means of a barrier surrounding a “Tree Protection Zone” (TPZ) as outlined in E6.2 and E6.3.
  - (b) Activities which are likely to injure or destroy the tree are not permitted within the TPZ.
  - (c) Tree pruning or root pruning of City of Winnipeg owned trees may only be done by a Contractor approved by the project’s Qualified Tree Consultant (Refer to E6.5) or Urban Forestry Branch.
  - (d) No objects may be attached to trees protected by City of Winnipeg by-laws without written authorization by the City of Winnipeg.
  - (e) No City of Winnipeg tree or tree protected by a City of Winnipeg by-law may be removed without the written permission of the City of Winnipeg.
  - (f) American elm trees shall not be pruned between April 1<sup>st</sup> and August 1<sup>st</sup> and Siberian elm trees between April 1<sup>st</sup> and July 1<sup>st</sup> of any year under provisions of The Dutch Elm Disease Act.
  - (g) All damage to existing trees due to construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Parks and Recreation Department, Forestry Branch at the Contractor’s expense.

**E6.4 Tree Protection Zone**

The following is a chart showing optimal distances for determining a tree protection zone. Some site conditions may dictate the need for a smaller TPZ. The City of Winnipeg Urban Forestry Branch must be notified in these instances. Forestry will determine if the smaller TPZ is acceptable in the specific circumstance and advise of any additional tree protection or removal requirements.

Trunk Diameter (DBH)*	Minimum Protection Distances Required
< 10 cm	2.0 m
11-40 cm	2.4 m
41-50 cm	3.0 m
51-60 cm	3.6 m

61-70 cm	4.2 m
71-80 cm	4.8 m
81-90 cm	5.4 m
>91 cm	6.0 m

\* Diameter at breast height (DBH) measurement of tree trunk taken at 1.4 metres above ground.

**E6.5 Tree Protection Barriers**

Trees within tree protection zones shall be protected by means of a “tree protection barrier” meeting the following specifications:

- (a) The required barrier is a 1.2 metre (4 ft) high orange plastic web snow fencing on 2” x 4” frame or as directed by the City of Winnipeg Urban Forestry Branch in accordance with City of Winnipeg Protection of Existing Tree Specifications. The barrier can be lowered around branches lower than 1.2 metres (4 ft). The barrier location can be adjusted to align with curbs and edges at clear path of travel zones.
- (b) Tree strapping material will be installed on individual trees, in accordance with CW1140, where Work will be completed within the TPZ.
- (c) Tree protection barriers are to be erected prior to the commencement of any construction or grading activities on the site and are to remain in place throughout the entire duration of the project. The applicant shall notify the City of Winnipeg prior to commencing any construction activities to confirm that the tree protection barriers are in place.
- (d) All supports and bracing used to safely secure the barrier should be located outside the TPZ. All supports and bracing should minimize damage to roots.
- (e) No grade change, storage of materials or equipment is permitted within this area. The tree protection barrier must not be removed without the written authorization of the City of Winnipeg.

**E6.6 Utility Construction and Engineering and Capital Construction Projects**

- (a) It is recognized that there are cases where trees are growing overtop existing utilities or beside capital infrastructure. While the guidelines in this section still apply, in these cases some modification to the table in E6.3 in addition to root pruning may be permitted provided non-open trench methods of construction are employed (as defined in CW2110 and CW2130).
- (b) Root Pruning will be required to be done under the direction of - and along with - written sign-off by the Project’s Qualified Tree Consultant (Refer to E6.6). The objective is to avoid severance of anchor roots, which provide upright support for trees and minimize damage to the tree.
- (c) Above ground clearance for overhanging branches in the work zone must be anticipated. The utility or its consultant is required to have a Forestry approved tree service raise the crown of all branches to provide adequate clearance for construction equipment.

**E6.7 Qualified Tree Consultants are defined as:**

- (a) An arborist certified by the International Society of Arboriculture (ISA) who has a diploma (minimum) in arboriculture or urban forestry; and
- (b) A landscape architect who is a member in good standing of the Manitoba Association of Landscape Architects

**E6.8 No separate measurement or payment will be made for the protection of existing trees, any work will be considered incidental to the Works of the project.**

## **E7. OFFICE FACILITIES**

- E7.1 The Contractor shall supply office facilities meeting the following requirements:
- (a) Conveniently located at or near the job site at a location approved by the Contract Administrator.
  - (b) Minimum floor area of 20 square metres, with a window and a door entrance complete with a suitable lock.
  - (c) Suitable for all-weather use and capable of maintaining a temperature range between 20 and 25 degrees Celsius.
  - (d) Equipped with fluorescent lights and 120 volt AC electrical wall outlets.
  - (e) Furnished with one desk, one drafting table, one filing cabinet and six chairs, all satisfactory to the Contract Administrator.
  - (f) Contract Administrator shall have access to office facility at all times.
  - (g) The building shall be supplied with a high speed internet connection.
  - (h) The field office shall be cleaned weekly immediately prior to the Job Site Meetings to the satisfaction of the Contract Administrator.
  - (i) Stabilize all of the temporary structures provided for this project in a sufficient manner to prevent the temporary structure from being overturned by wind forces as defined in the National Building Code (NBC), the stabilization provided shall be designed by a Professional Engineer registered in the Province of Manitoba, detailed drawings and design notes for the stabilization works bearing the Engineer's seal shall be provided to the Contract Administrator for review.
  - (j) No separate measurement or payment will be made for the installation, maintenance, removal, operating costs and service installation for providing office facilities for the Contract Administrator's use for this project.

## **E8. DANGEROUS WORK CONDITIONS**

- E8.1 Further to clause GC 6.26 of the General Conditions, the Contractor shall be aware that underground chambers, manholes, sewers and pumping stations are considered a confined space and shall follow the "Guidelines for confined Entry Work" as published by the Manitoba Workplace Safety and Health Division.
- E8.2 The Contractor shall be aware of the potential hazards that can be encountered in manholes, sewers and pumping stations such as explosive gases, toxic gases and oxygen deficiency.
- E8.3 The air in a confined space shall be tested before entry and continuously during the time that personnel are inside the space. Equipment for continuous monitoring of gases shall be explosion-proof and equipped with a visible and audible alarm. The principal tests are for oxygen deficiency, explosion range and toxic gases. Testing equipment shall be calibrated in accordance with manufacturer's specifications.
- E8.4 Ventilate all confined spaces including underground chambers, tunnels, pipes and shafts as required and approved by the Manitoba Workplace Safety and Health Act (the "Act"). If no ventilation is supplied, a worker shall wear a respirator or supplied air to enter the confined space.
- E8.5 Workers shall wear a respirator or supplied air at all times when entering a chamber, manhole or sewer where live sewage is present.
- E8.6 Provide appropriate equipment on site at all times to monitor potential hydrocarbon vapours in the confined spaces. The gas detector and safety equipment conforming to the Act shall be made available to the Contract Administrator for his use during inspections.
- E8.7 The Contract Administrator may issue a stop work order to the Contractor if the above guidelines are not being followed. The Contractor shall not resume his operations until the

Contract Administrator is satisfied the Contractor is following the appropriate procedures. The Contractor shall have no claim for extra time or costs due to the stop work order for not following these safety guidelines.

E8.8 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ("the Act"), and the Regulations and Guidelines thereunder pertaining to confined entry work, and in particular the requirements for conducting hazard/risk assessments and providing personal protective equipment (PPE).

E8.9 Provide supplied air breathing apparatus conforming to the requirements of the Act, Regulation and Guidelines for the use of the Contract Administrator where confined entry is required to allow for inspection of the Work.

## **E9. SHOP DRAWINGS**

E9.1 This specification shall revise, amend and supplement the requirements of CW 1100 of the City of Winnipeg's Standard Construction Specifications.

- (a) The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- (b) The Contractor shall submit specified shop drawings to the Contract Administrator to review. Detail all shop drawings using the metric system. Prepare to a drafting standard equivalent to Contract drawings.

E9.2 Administrative

- (a) Provide to Contract Administrator for review the shop drawings specified. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- (b) Do not proceed with Work affected by the submittal until review is complete.
- (c) Review submittals prior to submission to Contract Administrator. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and the Contract Documents. Submittals not stamped, signed, dated and identified as to the specific project will be returned without being examined and shall be considered rejected.
- (d) Notify Contract Administrator, in writing at time of submission, identifying deviations from requirements of Contract Documents and stating reasons for deviation.
- (e) Verify that field measurements and affected adjacent Work are coordinated.
- (f) Contractor's responsibility for errors and omissions in submission is not relieved by Contract Administrator review of submittals.
- (g) Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator review.
- (h) Keep one reviewed copy of each submission on Site.

E9.3 Contractor shall make submissions far enough in advance as to allow adequate time for coordination, Contract Administrator's review, revisions and resubmittals, and for supply and delivery in time for the scheduled installation of the Work.

E9.4 Allow at least fourteen (14) calendar days for the Contract Administrator's review after receipt of shop drawings.

E9.5 Shop Drawings and Product Data

- (a) Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, wiring diagrams, panel layouts with bills of material, explanatory notes and other information necessary for completion of Work. Where articles or

equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of the Section under which the adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.

- (b) Adjustments made on shop drawings by Contract Administrator are not intended to change the Contract Amount. If adjustments affect the value of Work, state such in writing to Contract Administrator prior to proceeding with Work.
- (c) Make such changes in shop drawings as Contract Administrator may require, consistent with Contract Documents. When resubmitting, notify Contract Administrator in writing of any revisions other than those requested.
- (d) Shop drawings for the following components shall bear the seal of a Professional Engineer registered to practice in the Province of Manitoba:
  - (i) Shoring;
  - (ii) Temporary Shaft Support and Liner; and
  - (iii) Microtunnelling Casing Pipe.

#### E9.6 Submittal Requirements

- (a) Submit shop drawings and other submittals to Contract Administrator for review with a Submittal Transmittal Form as provided by Contract Administrator or in a form acceptable to Contract Administrator.
- (b) One original hard copy or an electronic file of the Submittal Transmittal Form (at Contractor's choice) will be provided to Contractor by Contract Administrator. Make photocopies of the form as needed for use on the project.
- (c) For each submittal or submittal package, type or print the appropriate information on the form to fully describe the submittal(s) being sent for review.
- (d) Number each transmittal form in sequential order, for record and tracking purposes.
- (e) Sign the form in the space provided to acknowledge Contractor review of the submittal(s).
- (f) Retain one photocopy of the form for filing and record purposes.
- (g) Forward the form and the accompanying submittal(s) to Contract Administrator.
- (h) Submissions shall include:
  - (i) Date and revision dates.
  - (ii) Project title and number.
  - (iii) Name and address of: Subcontractor, Supplier, Manufacturer.
  - (iv) Submission shall be signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
  - (v) Details of appropriate portions of Work as applicable.
  - (vi) Submit six prints of shop drawings for each requirement requested in specification Sections and as Contract Administrator may reasonably request.
  - (vii) Where more than one type of shop drawing has been specified for one item, e.g., wiring diagrams, layout details, and dimensional drawings, the shop drawings shall be submitted together, to enable Contract Administrator to review the drawings as a package.
  - (viii) Catalogue pages or drawings applicable to an entire family or range of equipment will not be accepted as shop drawings unless they are clearly marked to show the pertinent data for the particular materials.
  - (ix) Manufacturers' catalogues, manuals, or price lists will not be accepted as shop drawings. Such materials may be used as supplemental information to the shop drawings.
  - (x) Indicate the tag number of instruments and valves and clearly show the features and details applicable to the equipment being supplied.

- (xi) Determine which shop drawings have, in addition to those drawings specifically mentioned in the Contract, design elements requiring the seal of a Professional Engineer registered in the Province or Territory where the work is located, in accordance with the applicable provincial or federal engineering acts or other governing legislation. Seal such drawings before submitting them for review. Submit for review engineering calculations signed by the registered Professional Engineer responsible for the shop drawing design elements.

- E9.7 Submittals will be returned with one or more of the following notations. Take action as noted:
- (a) "REVIEWED" - Make and distribute additional copies as required for execution of Work.
  - (b) "REVISE & RESUBMIT" - Make the necessary revisions and resubmit revised drawings for review. Show the drawing number of the first such revised drawing and show the latest revision number applicable to the drawing by adding a suffix to the drawing number as - "REV. 1", "REV. 2", etc.
  - (c) "NOT REVIEWED" - This notation indicates when Contract Administrator has not reviewed the drawing. It may also be used in combination with the notation to revise and resubmit the drawing where Contract Administrator lacks sufficient information to complete the review and requires to resubmit the drawing for review after revision.
  - (d) Drawings will be marked "REVIEWED" together with the notation to "REVISE & RESUBMIT" when Contract Administrator requires Contractor to resubmit a revised drawing showing corrections made as a result of Contract Administrator's notations on the shop drawings. This procedure will not relieve Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of Contract.
- E9.8 Use only those shop drawings on the work that bear the "REVIEWED" notation.
- E9.9 Do not revise shop drawings marked "REVIEWED" unless resubmitted to Contract Administrator for further review.
- E9.10 If upon review by Contract Administrator, no errors or omissions are discovered or if only minor corrections are made, three copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through the same procedure indicated above, must be performed before fabrication and installation of Work may proceed.
- E9.11 The City may deduct, from payments due to Contractor, costs of additional engineering work incurred if correct shop drawings are not submitted after one review by Contract Administrator.
- E9.12 Review by Contract Administrator is for the sole purpose of ascertaining conformance with the general design concept. This review does not mean that Contract Administrator approves the detail design inherent in the shop drawings, responsibility for which remains with Contractor, and such review does not relieve Contractor of the responsibility for errors or omissions in the shop drawings or of the responsibility for meeting all requirements of the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job-site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for coordination of the work of all sub-trades.
- E9.13 Costs due to delays in making submittals shall be borne solely by the Contractor.
- E9.14 No separate measurement or payment will be made for Shop Drawings, and will be considered incidental to the Works of the project.

## **E10. SITE CONTAINMENT AND PROTECTION**

- E10.1 The proposed work areas on both sides of the Red River are within designated park areas that are accessible by the public, and as such the Contractor shall implement measures to contain their work site and protect the general public.

- E10.2 Contractor shall develop a plan that outlines the measures they will implement to contain the site and protect the public. Plan shall be submitted to, discussed with, and approved by the Contract Administrator prior to mobilization. At a minimum plan shall include placement of fencing around the work sites, equipment staging areas, and materials; and outline the staging, fusing, pipe layout, drill pad location, exit and entry pits requirements.
- E10.3 Provisions should be provided to allow pedestrian traffic around the work site, while still providing adequate protection and space for the work to be performed.
- E10.4 Contractor may need to assess Site Containment and Protection as the Work progresses, and adjust fencing and protection measures based on actual flow of pedestrians and work progress.
- E10.5 Contractor shall maintain and up-keep measures throughout the duration of the project, and shall address concerns raised by the Contract Administrator immediately.
- E10.6 Contractor will provide periodic inspection and maintenance for Site Containment and Protection measures during non-work days.
- E10.7 No separate measurement or payment will be made for Site Containment and Protection, and will be considered incidental to the Works of the project.

## **E11. ENVIRONMENTAL PROTECTION**

- E11.1 Fires and burning of rubbish on site is not permitted.
- E11.2 Do not bury rubbish and waste materials on site unless approved by Contract Administrator. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- E11.3 Provide temporary drainage and pumping as necessary to keep excavations and site free from water. Do not pump water containing suspended materials into waterways, sewer or drainage systems. Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.
- E11.4 Operation of construction equipment in waterways is prohibited. Do not use waterway beds for borrow material. Do not dump excavated fill, waste material or debris in waterways.
- E11.5 Design and construct temporary crossings to minimize erosion to waterways. Do not skid logs or construction materials across waterways.
- E11.6 Pumping water containing suspended materials into watercourse is prohibited.
- E11.7 Control emissions from equipment and plant to local authorities emission requirements.
- E11.8 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.
- E11.9 Cost incurred resulting from Environmental Protection shall be considered incidental to the Works – no separate measurement or payment will be made.

## **E12. EROSION AND SEDIMENTATION CONTROL MEASURES**

- E12.1 Objectives
  - (a) To minimize the disturbance of existing vegetation and soil within the extent of the construction site as indicated on the drawing.
  - (b) Prevent the loss of soil from the site (including topsoil stockpiled for reuse) resulting from storm water runoff, wind erosion and construction activities.
  - (c) Prevent sedimentation of storm water or receiving streams.
  - (d) Prevent pollution of the air with dust and particulate matter.

#### E12.2 Description of Work

- (a) Temporary Erosion and Sediment Control (ESC): includes the installation and maintenance of temporary structural control measures as required or specified to reduce or eliminate the erosion of soil and transport of sediment off-site.
- (b) Minimize the amount of disturbed soil and preserve existing vegetation by establishing construction boundaries, using stakes to indicate the limits of construction including construction area, laydown area, and stockpile area.
- (c) Clearly mark the trees to be preserved and protect them from ground disturbances around the base of the tree.
- (d) Dust Control: includes the management of operations and the application of water or dust palliatives in order to reduce or eliminate the spread of dust from the Project limits.
- (e) Coordination of Work of this Section with all other ESC Measures in place or planned under other Designated Contract Areas including laydown, work staging areas such as parking, office trailers, etc.
- (f) Follow strategy based on the best management practices for stabilization and structural measures outlined in Chapter 3 of EPA 832-R-92-005 "Storm Water Management for Construction Activities", Standard Construction Specifications published by Manitoba Infrastructure and Transportations Department, or City of Winnipeg Best Management Practices Handbook for Activities in and Around the City's Waterways and Watercourses, November 2005, whichever is more stringent.
- (g) Accept formal responsibility for monitoring, managing, replacing, and maintaining the ESC measures throughout the construction period and during warranty period.
- (h) Monitor and inspect ESC measures on a daily basis.
- (i) Coordinate ESC requirements of the overall project, with the site specific Erosion and Sedimentation Control requirements by other Contractors, which are specific to their Contracts.
- (j) During cessation of construction activity due to winter shutdown (if any), continue to provide erosion and sedimentation control measures.
- (k) Provide weekly reports to the Contract Administrator describing monitoring and maintenance activities during weekly meetings.
- (l) Review the existing ESC measures implemented and other preventative measures with all contractor employees and employees of sub-contractors on site. If additional measures are required, review with the Contract Administrator. Where there is a conflict with the requirements, the most stringent requirements will govern.

#### E12.3 Products

- (a) As indicated in the drawings or in the subsequent sections.
- (b) As required based on construction operations and staging of work.

#### E12.4 Regulatory Requirements

- (a) Comply with all Federal, Provincial and Municipal legal and regulatory requirements and determine all applicable and relevant environmental legislation for this project.

#### E12.5 General Requirements

- (a) Incorporate the Manitoba Infrastructure and Transportations Department, USEPA standards as indicate above, or City of Winnipeg Handbook as indicated above; where they conflict, the more stringent requirements govern.
- (b) Minimize the amount of disturbed land that is susceptible to erosion. Ensure that areas outside the limits of construction are clearly defined and protected for all construction activities.
- (c) Provide immediate permanent or temporary pollution, sedimentation and erosion control measures to prevent contamination of adjacent streams or other watercourses, lakes,

ponds, designated site holding pond or other areas of water impoundment, or the delivery and deposition of sediment onto adjacent roads or properties. Use the designated site holding pond for collecting storm water, settling sediments, and/or dewatering and the like.

- (d) Install the appropriate erosion and sediment structural controls measures in accordance with approved sequence of construction. Schedule and perform clearing, grubbing and stripping operations so that grading operations and permanent erosion control features can follow immediately thereafter.
- (e) If sediment is deposited outside the Project limits, remove the sediment from the location(s) in which it is deposited within twenty-four (24) hours of the occurrence.
- (f) Any mud-tracking shall be avoided and clean haul routes to and from Site. Clean off mud from vehicles prior to leaving site.
- (g) Contractor shall provide a Site Management Plan that employs the Best Management Practices with proper house-keeping that would prevent pollution or releasing deleterious material to the adjacent water bodies or storm water infrastructure systems. The Site Management Plan shall address, at a minimum the following items:
  - (i) Site layout and boundaries indicating proposed Contract boundary.
  - (ii) Site setup for construction staging.
  - (iii) Temporary site utilities, potable water, and sewage requirements during the course of construction activities with proper and regular cleaning and off-site disposal procedure.
  - (iv) Parking requirements.
  - (v) Fuelling and Maintenance Areas with spill prevention and emergency response clean up kit.
  - (vi) Designated equipment storage area.
  - (vii) Security and access requirements.
  - (viii) All materials and waste handling requirements.
  - (ix) Location for general recycling materials and storage, if used.
  - (x) Dust control measures and application.
  - (xi) Water management during earthworks construction, outfall installation and pipe installation.
  - (xii) On site management of top soil and subsoil stockpiles with sedimentation control measures.

#### E12.6 Suspension of Work

- (a) The City of Winnipeg or Contract Administration may suspend work in cases where, in their opinion, the Contractor fails to comply with procedures. If the Contractor fails to maintain or implement proper ESC to protect the adjacent water bodies and storm water systems, the Contract Administrator may make other arrangements to have the work completed, and deduct the cost thereof from any money owing to the Contractor.

#### E12.7 Emergency Procedure and Response

- (a) Provide a description and tabulation of potential environmental emergency procedures and responses.
- (b) Provide a breakdown of these emergency procedures and responses that include at minimum:
  - (i) Operational Requirements
  - (ii) Release Reporting.
  - (iii) Comply with all Municipal, Provincial and Federal environmental emergency procedures and requirements in this regard.

#### E12.8 Slurry and Silt Control Measures

- (a) Construct, regularly inspect, maintain and repair as necessary, such facilities until such time that the risk of silt and/or deleterious materials entering the storm sewer drainage system for the construction phase has passed.
- (b) When using vegetation control, consult with the Contract Administrator on which species are to be used. Do not use non-native/invasive species.
- (c) Saw cutting slurry may contain substances such as sediment, hydrocarbons from asphalt cutting or high pH water from concrete cutting that may be harmful to the aquatic environment. All saw cutting slurry must be contained in a manner that will ensure that none of the materials enter the storm water system or the adjacent creek, in accordance with Government of Manitoba, Department of Fisheries and Oceans requirements (where they conflict, the most stringent requirements apply).
- (d) Use a sway with a built-in slurry containment system. Dispose of solid and liquid clean-up material as per provincial and federal regulation.

#### E12.9 Stability Measures

- (a) Preservation of Natural Vegetation:
  - (i) Establish construction boundaries to limit site disturbance so that no vegetation damage is done beyond this boundary.
  - (ii) Use stakes to indicate limits of construction, grading and disturbance. Clearly mark
  - (iii) The trees to be preserved and protect them from ground disturbances around the base of the tree.
  - (iv) Rehabilitate natural vegetation to pre-construction condition if damaged during construction activity.
- (b) Dust Control:
  - (i) Use vegetative cover, mulch, spray-on non-toxic adhesives, clean water sprinkling, stone, or barriers when open dry areas of soils are anticipated on site.

#### E12.10 Silt Barrier Fences

- (a) Placement of Silt Barrier Fence:
  - (i) Place silt barrier in a manner that will intercept run-off at or close to right angles to flow. In areas where problem is severe, erect two or more silt barriers parallel to each other, until required degree of control is achieved.
  - (ii) Position posts at maximum 2 metres o.c., in such a manner that the fence structure remains naturally taut and placed or driven a minimum of 300 mm into the ground.
  - (iii) Position posts so that they are downstream.
  - (iv) Where a 300 mm depth is impractical or impossible, adequately secure or brace posts to prevent overturning of fence due to sediment loading.
  - (v) Bury excess geotextile at bottom of silt fence minimum of 150 mm in trench located upstream such that no flow can pass under fence.
  - (vi) Splice subsequent lengths of barrier only at support post locations. Splice by wrapping geotextile fabric completely around each of two abutting support posts, such that gap between abutting posts is completely covered by other sections of fabric.
  - (vii) Do not use where site slope is steeper than 3:1.
  - (viii) Silt barrier to have a >75% efficiency. Employ successive, parallel fences to achieve required degree of control.

#### E12.11 Other Structural Measures

- (a) Use one or more of the following structural measures, as required and/or where applicable.
- (b) Earth Dike:
  - (i) Construct a mound of stabilized soil to divert surface run-off volumes from the disturbed areas or into sedimentation basins or sedimentation traps.

- (c) Storm Drain Inlet Protection:
  - (i) Place a filtering measure around any inlet or drain to trap sediment and prevent it from entering the inlet structures.
  - (ii) Structure may be composed of gravel and stone with a wire mesh filter, block and gravel, filter fabric or sod.
- (d) Temporary Earth Check Dams:
  - (i) Install earth check dams during stripping process to ensure protection from run-off into natural drainage areas surrounding the site.
  - (ii) Build temporary earth check dams to suit field conditions. Verify site conditions prior to placement.
  - (iii) Review locations with Contract Administrator prior to placement of material.
  - (iv) Remove temporary earth check dams, except as determined by the Contract Administrator, when permanent seeding has been established and is exhibiting rigorous growth.
- (e) Surface Roughening:
  - (i) Create horizontal grooves, depressions, or steps that run parallel to the contour of the land.
  - (ii) Use surface roughening on all slopes, as soon as possible after the vegetation has been removed.
  - (iii) Methods of surface roughening are stair-step grading, grooving (using disks, spring harrows, or teeth on a front-end loader), and tracking (driving a crawler tractor up and down a slope, leaving the cleat imprints parallel to the slope contour).

#### E12.12 Monitoring and Maintenance Requirements

- (a) Coordinate with all maintenance, monitoring, and reporting procedures.
- (b) Conduct daily monitoring and bi-weekly maintenance reports and submission to the Contract Administrator.
- (c) Maintain integrity of silt fences, and all other erosion and sedimentation control measures as long as necessary to contain sediment run-off. Inspect all temporary silt fences and all other erosion and sedimentation control measures immediately after each storm, rainfall, snow melt and the like, with twenty-four (24) hours of such event, weather permitting and at least daily during prolonged rainfall or storm. Immediately correct any deficiencies.
- (d) Maintain and monitor silt fences, erosion and sedimentation control measures during holidays, and other times when construction is not in progress, at least on a weekly basis or more often as required by the Contract Administrator.
- (e) In addition, make daily review of location of silt fences and other sedimentation control measures in areas where construction activities have changed natural contours and drainage run-off to ensure that silt fences and other sedimentation and control measures are properly located for effectiveness. Where deficiencies exist, install additional silt fences and other sedimentation and control measures. Should silt fences or other sedimentation and control measures become damaged or otherwise ineffective while barrier is still necessary, repair or replace within twenty-four (24) hours.
- (f) Remove sediment deposits when deposit reaches approximately one-third ( $\frac{1}{3}$ ) of height of silt fence or install second silt fence up slope.
- (g) Do not remove silt fences or other sedimentation and control measures until permanent erosion protection is established or the Contract Administrator directs that it be removed.
- (h) Remove and dispose of sediment in a location where such sediment will not erode into construction areas, offsite properties or watercourses.
- (i) Should the silt barrier fabric cease to function due to clogging, damage, or deterioration, replace with a new fabric, when and as required.
- (j) Monitor erosion control blanket to ensure that all anchoring is stable and staples securely installed. Replace damaged erosion control blankets if erosion control measures and

performance is compromised. Reseed as required prior to replacement. Repair installation and anchoring as required.

- (k) Reapply tackifier when erosion and disturbance has occurred on stockpiles, berms and embankments, as required and where applicable.
- (l) Reseed and repair seeded areas that have become bare or damaged by construction activity.
- (m) During the construction dewatering process, when sedimentation builds up beyond 30 mm in depth, in the storm water management pond or swales, remove the sedimentation and place in a designated area on site. Do not remove sedimentation from site.

#### E12.13 Clean-Up and Removal

- (a) Upon completion of the Work, when erosion and sedimentation controls are no longer required, as determined by the Contract Administrator, remove all such temporary erosion and sedimentation controls and clean-up and restore areas.
- (b) Site restoration shall be conducted in areas shown on the drawings. These include the construction laydown, and work staging area within the construction boundary.

### **E13. SITE ACCESS**

E13.1 Access to the construction area on the east side of the river will be as follows:

- (a) access the east side off of Westbound Chief Peguis Trail through locked gate and maintenance path shown in Drawing D-13759;
- (b) follow the same route in and out of the park and to not disturb any more of the grounds than necessary;
- (c) gate should be shut at all times to prevent inadvertent access by the public;
- (d) ensure gate is shut and locked when leaving the Site for the day.

E13.2 Access to the construction area on the west side of the river will be as follows:

- (a) access work area from the end of John Black Ave at location shown on Drawing D-13759;
- (b) maintain driveway access along road and do not park construction vehicles on John Black Ave during the construction period;
- (c) Contractor shall maintain access for all residents and the cemetery at all times.

E13.3 Contractor shall provide proper protection for any crossings or structures while accessing the site.

E13.4 Any damage caused as a result of the Contractor accessing the site shall be repaired by Contractor immediately upon discovery. Contractor is responsible for repair costs.

### **E14. NOISE MANAGEMENT**

E14.1 All work shall be conducted in accordance to the City of Winnipeg Neighbourhood Liveability By-Law, Part 5 – Noise Control.

E14.2 Contractor shall obtain approval from Contract Administrator and City of Winnipeg for operations outside of normal working hours: 7:00 am – 9:00 pm weekdays and 9:00 am – 9:00 pm weekends.

E14.3 Take special precautions and supply noise abatement measures to reduce public exposure to noise to a minimum. Such measures include, but are not limited to:

- (a) Shields, blankets, or other physical barriers to restrict the transmission of noise.
- (b) Soundproof housings or enclosures for noise producing machinery such as compressors, pumps, motors, generators, etc.

- (c) Efficient intake and exhaust silencers on air equipment.
- (d) Efficient intake and exhaust mufflers on internal combustion engines.
- (e) Placement of stationary noise producing equipment at a maximum distance from public areas.

E14.4 If 24-hour drilling or tunnelling operations are deemed necessary, the Contractor shall submit a detailed noise abatement plan to the Contract Administrator for review and approval prior to commencement of continuous operation.

E14.5 No separate measurement or payment will be made for Noise Management, and will be considered incidental to the Works of the project.

#### **E15. HORIZONTAL DIRECTIONAL DRILLING**

E15.1 All work to be carried out as per 02446 Horizontal Directional Drilling.

#### **E16. MICROTUNNELLING**

E16.1 All work to be carried out as per 02311 Microtunnelling.

E16.2 The following specifications may also apply to the Microtunnelling option:

- (a) 02161 Shaft Excavation and Support
- (b) 02301 Carrier Pipe Installation
- (c) 02331 Annular Space Grouting
- (d) 02332 Contact Grouting
- (e) 02611 Reinforced Concrete Jacking Pipe
- (f) 02161 Welded Steel Pipe – Pipe Jacking Installation

#### **E17. TURBIDITY MONITORING**

E17.1 Turbidity monitoring will be required for the contractors electing to use Horizontal Directional Drilling only. Microtunnelling contractors will not be required to conduct turbidity monitoring.

E17.2 In addition to the monitoring requirements outlined under Section 3.10 of specification 02446 Horizontal Directional Drilling, the Contractor shall be responsible for incorporating Turbidity Monitoring as outlined in this section for directional drilling.

E17.3 Contractor shall take all precautions necessary to avoid the potential for drilling fluids and drill cuttings from entering the Red River due to an inadvertent return or frac-out.

E17.4 Contractor shall maintain a record of drilling fluid volume used and returned to detect any significant fluid losses. Continuously monitor drilling fluid pump pressure. Contractor will cease drilling operations and immediately report abnormal loss of returned fluid or loss of fluid pressure that may be indicative of a frac-out to the Contract Administrator and to discuss the next course of action.

E17.5 Contractor shall continuously check the waterway for appearance of a muddy plume indicating signs of mud escapement to the watercourse. Also check for muddy plume in river when any significant loss of returns or drop in pump pressure occurs.

E17.6 Contractor will implement a turbidity meter with a 'down-hole' sensor where water turbidity prevents visual detection of a potential frac-out. Turbidity monitoring with the meter will only be initiated if an abnormal loss of fluid or pressure indicates that a frac-out may be occurring. Contractor will make arrangements with an external consultant familiar with turbidity measurement to use of the turbidity meter. If turbidity must be monitored, the external

consultant will complete a "Turbidity Monitoring Data Sheet (TMDS)", provided by the Contract Administrator.

- E17.7 Contractor's Environmental Response Plan (Section 3.10 of specification 02446 Horizontal Directional Drilling) shall follow the "Measures to Protect Fish and Fish Habitat when High Pressure Directional Drilling" listed in the Manitoba Operational Statement Habitat Management Program for High Pressure Directional Drilling by the Department of Fisheries and Oceans.
- E17.8 Under circumstance where a frac-out has occurred (and has been confirmed visually or by turbidity meter measurements), and where conditions do not permit containment and the prevention of drilling fluids release to the watercourse, attempts to plug the fracture by pumping loss control material are not to continue for more than 10 minutes of pumping time.
- E17.9 If the frac-out is not contained within this time, the Contract Administrator will halt any further attempts until a corrective course of action is decided upon.
- E17.10 There will be no separate measurement or payment for Turbidity Monitoring and will be considered incidental to the Work being done.

#### **E18. WATER SUPPLY FOR CONSTRUCTION WORK**

- E18.1 Water supply shall be from the existing North Kildonan Feedermain in accordance with CW1120 and SD-019. The supply will be provided from the existing valve chamber. All permits are to be obtained through the City of Winnipeg.
- E18.2 Water Services Division of Water and Waste Department will provide and install metering equipment once permit has been obtained in the valve chamber identified in drawings D-13760 D-13761.
- E18.3 There will be no separate measurement or payment for permits or equipment related to obtaining water supply and will be considered incidental to the Work being done.

#### **E19. FEEDERMAIN PROTECTION**

- E19.1 The Work involves construction activity in close proximity to the active 600 mm diameter North Kildonan Feedermain. The feedermain is constructed of prestressed concrete cylinder pipe (PCCP) for the overland sections, and steel pipe for the river crossing component.
- E19.2 The North Kildonan Feedermain is a critical component of the City of Winnipeg water supply system, and work in close proximity to the pipeline shall be undertaken with an abundance of caution, inadvertent damage to the pipe would likely result in catastrophic consequences.
- E19.3 Work around the feedermain shall be planned and implemented to minimize the time period that Work is carried out in close proximity to the pipe and to ensure that the pipeline is not subjected to excessive construction related loads, including excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement;
- E19.4 Large diameter pressure pipe generally has limited ability to withstand increased earth and live loading, therefore, every precaution shall be undertaken to ensure that applied loading during all phases of construction is within accepted loading parameters, prestressed pipe typically fails in a non-ductile mode and has the potential to cause extensive consequential damage to infrastructure if failure should occur.
- E19.5 Contractor will submit a Construction Method Statement with proposed construction plan including haul routes, excavation and equipment locations, and material staging to the Contract Administrator for review seven (7) days prior to the start of construction. Contractor may not start construction until the Construction Method Statement has been reviewed and accepted by the Contract Administrator.
  - (a) Rig mats shall be used to distribute vehicular loadings at any location where crossing of the feedermain is required.

- (b) Work practices and procedures should be structured so as not to impart excessive vibration loads on the feedermain or that would cause settlement of the subgrade below the feedermain.
- (c) Construction operations should be staged in such a manner as to limit multiple construction loads at one time.
- (d) Alignment of the feedermain shall be delineated/identified by survey lath or flagging.
- (e) Materials, stockpiles, equipment, and vehicles shall not be stored within 5 m of the feedermain alignment at any time.
- (f) Contractor shall ensure that all crew members and subcontractors understand and observe the requirements of this specification prior to commencement of the Work.

E19.6 Contractor shall notify the City and Contract Administrator prior to feedermain being exposed, or any excavation within 5 m of the feedermain.

E19.7 Cost incurred resulting from the restriction of working near the feedermain shall be considered incidental to the Works – no separate measurement or payment will be made.

## **E20. PIPE, JOINTS, AND FITTINGS**

E20.1 High Density Polyethylene (HDPE) pressure pipe:

- (a) Pressure Class (DR rating) as shown in Bid Form and on drawings.
- (b) HDPE pipes: to AWWA C906, CAN/CSA B137.1, PE 4710 based on IPS outside diameter (100 mm through 1600 mm); to AWWA C901 for pipe 13 mm through 76 mm.
- (c) Polyethylene to polyethylene joints: to be thermal butt fusion joined, to ASTM D 2657.
- (d) Ductile iron fittings with flanged ends: to AWWA C110/A21.10 for pipe size above 100 mm.
- (e) Polyethylene fittings: to CAN/CSA B137.1 or AWWA C901. Ductile iron backup flange to Class 150, ANSI B16.1/16.5 with stainless steel bolts and nuts, with neoprene or red rubber gasket.

E20.2 Steel Pipe

- (a) Pipe: to AWWA C200
- (b) Pipe marking (each pipe): to CSA Z245.1.
- (c) Field welding: Butt weld to AWWA C206
- (d) Exterior finish:
  - (i) AWWA C203, hot applied coal tar enamel and tape polyethylene jacket;
  - (ii) AWWA C214 tape coating system;
  - (iii) AWWA C210 liquid Epoxy coating;
  - (iv) AWWA C213 Fusion Bonded Epoxy;
  - (v) CSA Z245.21-98 yellow jacket.
- (e) Interior finish:
  - (i) AWWA C205, cement mortar lined;
  - (ii) AWWA C210 liquid Epoxy coating;
  - (iii) AWWA C213 Fusion Bonded Epoxy Coating.
  - (iv) All linings to be NSF 61.
- (f) Pipe joints: to be butt welded joints. Prepare in accordance to AWWA C206.
- (g) Grade of pipe to be 290 MPa and to be 12.7mm thick.

E20.3 Ensure that cutting procedures are complementary with the type of interior lining materials being used. Generally, flame cutters are considered acceptable for use on unlined, epoxy lined or enamel lined pipe.

E20.4 In addition to anode protection, all buried nuts, bolts, transition couplings, restrainers and metal fittings to be coated with Denso Mastic and Denso Tape.

E20.5 Other corrosion protection method to be approved by the Contract Administrator.

## **E21. FITTINGS, FLANGES, AND COUPLING**

E21.1 Fittings: to AWWA M11, AWWA 208, CSA Z662 and CSA Z245.1.

E21.2 Manufacture fittings and flanges in accordance with CSA Z245.12-M85, Category 1 classification and the following supplementary data:

- (a) Diameter equal to that of pipe being used.
- (b) Grade 290 steel or greater.
- (c) Pressure rating: ANSI Class 150.
- (d) Design pressure: 1380 kPa.
- (e) Surge pressure: 40% greater than design pressure.

E21.3 Fittings:

- (a) Unless specifically called for, use threaded connection for piping 65 mm and smaller.
- (b) Unless specifically noted otherwise, use butt-weld connection for piping 75 mm and larger.
- (c) Threaded Fittings up to 150 mm: 300 lb banded malleable iron to ANSI B16.3, galvanized.
- (d) Welded Fittings 75 mm to 750 mm Inclusive: Seamless carbon steel, butt-weld type, Grade NPB. Standard weight or extra strength as required to achieve at least the same working pressure rating as the pipe to which fittings are attached. Do not use fabricated fittings.
- (e) Welded Fittings 800 mm to 1200 mm Inclusive: Carbon steel, butt-weld type, Grade WPB and conforming to ASTM A234. Fittings to be standard weight or extra strength as required to achieve at least the same working pressure rating as the pipe to which the fittings are attached.
- (f) Fabricated Welded Fittings 800 mm to 1200 mm Inclusive: Fabricated welded fittings may be used where specifically indicated. Fabricated fittings to be produced from the same pipe as specified for steel pipe, 650 mm to 1200 mm inclusive, and to the dimensions of AWWA C208, latest edition. Reinforce fabricated fittings per the requirements of AWWA M11 to achieve a working pressure rating at least equal to the pressure rating of the pipe itself.

E21.4 Flanges:

- (a) 75 mm to 600 mm Inclusive: Forged carbon steel, weld neck type, conforming to ANSI A181, Grade I for Class 150 lb and Class 300 lb. Use Class 300 lb flat-faced flange only when mating to a Class 250 cast iron valve.
- (b) 650 mm to 1200 mm Inclusive: Forged carbon steel, weld neck and slip-on type, Class 250 lb to ANSI B16b, material to ASTM A105. Use slip-on flanges only where specifically indicated. Use a flat-faced flange when mating to a 250 lb cast iron valve. Confirm that flange bores and bolting patterns match the valve and pipe to which it is mated.

E21.5 Flanged / Compression Sleeve Couplings - F/C Couplings:

- (a) 600 mm to 1200 mm Inclusive: 250 lb ANSI forged steel flange with a steel sleeve and follower ring. Sleeve length not to exceed 140 mm. Working pressure rating of at least 1750 kPa (250 psi) for the entire assembly. The design of the couplings is to be such that they allow for direct flange to pipe harnessing as detailed on the drawings. Line couplings internally with an epoxy coating as per AWWA C210. If possible, design adaptors to allow follower bolt removal toward the flange of the adaptor.

E21.6 Nuts and Bolts

- (a) Direct buried, in manholes or submerged service - stainless steel bolts and nuts on direct buried or submerged applications conforming to ASTM A193 Grade B8 or B8M.
- (b) Exposed service - galvanized carbon steel bolts conforming to ASTM A307 Grade B7 with galvanized carbon steel nuts conforming to ASTM A307 Grade 2H, semi-finished hex head.
- (c) MJ T-Head nuts and bolts for ductile iron pipe to be high strength, low alloy steel to AWWA C10/A21.10.

#### E21.7 Casing Spacers

- (a) The carrier pipe shall be installed using 360-degree spacers.
- (b) 14 ga metalband with shop coat.
- (c) 10 ga risers mig welded to the band when runner height extension required.
- (d) Glass reinforced polyester runner. Minimum compressive strength 124 MPa.
- (e) Spacers shall be spaced at a maximum 1.6m apart with one within 0.5m of the end of the casing pipe.
- (f) Final position of carrier pipe within casing to be centered and restrained with Uni-flange 1390 restraints or approved alternate.
- (g) All spacer fasteners to be 304 stainless steel nuts and bolts.
- (h) Contractor to ensure that casing spacers will fit properly within the casing prior to ordering.
- (i) Acceptable product: CCI Casing Spacers from Pipeline Supply International or approved alternate.

E21.8 In addition to anode protection, all buried nuts, bolts, transition couplings, restrainers and metal fittings to be coated with Denso Mastic and Denso Tape.

E21.9 Other corrosion protection method to be approved by the Contract Administrator.

### **E22. INSTALLATION OF FEEDERMAINS**

E22.1 Clean pipes, fittings, valves, and appurtenances of accumulated debris and water before installation. Carefully inspect materials for defects to approval of Contract Administrator. Remove defective materials from site.

#### E22.2 Trenching

- (a) Do trenching work in accordance with Section CW2030 - Excavation Bedding and Backfill.
- (b) Trench depth to provide cover over pipe of not less than 2.8 m from finished grade to top of pipe unless otherwise specified on design drawings.
- (c) Trench alignment and depth require Contract Administrator's approval prior to placing bedding material and pipe.
- (d) Do not backfill trenches until installed, work has been checked and accepted by Contract Administrator.
- (e) Allowable tolerances in alignment and grade as follows:
  - Grade:  $\pm 20$ mm
  - Alignment:  $\pm 50$ mm

#### E22.3 Concrete Bedding and Encasement

- (a) Do concrete work in accordance with CW2030 – Excavation Bedding and Backfill. Place concrete to details as indicated or as directed by Contract Administrator.
- (b) Pipe may be positioned on concrete blocks to facilitate placing of concrete. When necessary, rigidly anchor or weight pipe to prevent flotation when concrete is placed.
- (c) Do not backfill over concrete within 24 h after placing.

#### E22.4 Polyethylene Pipe (HDPE) Installation

- (a) For Horizontal Directional Drilling refer to Section 02446.
- (b) For Carrier Pipe Installation refer to Section 02301.
- (c) Pipe installation: to AWWA M55.
- (d) Polyethylene Pipe shall be jointed by the thermal butt-fusion method in accordance with ASTM D2657 and in accordance with the pipe manufacturer's recommended procedure for jointing the pipe. Pipe or fittings, jointed by any form of fusion method can only be performed by technicians certified by the pipe manufacturer. Deflections at joints shall not be accepted unless they form part of a deflection fitting made on site.
- (e) Remove all cuttings from the interior of the pipe before fusing.
- (f) The tensile strength at yield of the butt-fusion joints shall not be less than the pipe. All joints shall be logged. The log on each joint shall include the name of the certified operator, time, date, diameter, wall thickness, heating plate, temperature, fusing time and cool down time. The operator shall immediately report to the Contract Administrator any joint that fails.
- (g) Whenever practicable the jointing shall be carried out at ground elevation and the jointed pipe subsequently lowered into the trench.
- (h) The open end of the pipe in the trench shall be suitably covered to prevent entrance of trench water and other material during periods when pipe is not being installed.
- (i) Precaution shall be taken to ensure that displacement of the pipe in the trench does not occur through soil displacement or flotation due to the presence of trench water. Pipe that has been displaced shall be removed from the trench and relaid.
- (j) No pipe shall be lowered into a ditch until all rocks, clods and debris have been removed.
- (k) Whenever sheeting is used to control unstable trench conditions, it shall be left in place and before backfilling, the sheeting shall be cut off 1.2 metres below ground level. The sheeting may be removed after laying the pipe only if the sheeting is installed such that the bottom of the sheeting extends no lower than the top of the pipe. If a trench box or case is used, the rear half of the box shall have sides that do not extend below the "in place" top of the pipe.
- (l) Pipes shall be stored as to prevent damage by crushing or piercing. If pipe is to be stored outside for periods longer than 60 days, the pipe shall be covered with an opaque material to protect it from prolonged exposure to sunlight. The Contractor must also provide for air circulation under the protective material.
- (m) Pipe shall be checked before being lowered into the trench to ensure that no foreign material or manufacturer's defects exist that might prevent the proper jointing of the pipe or its operation. Throughout the Contract and including the operations of off-loading on delivery, handling, storing and transporting pipes and fittings on or about the site, the Contractor shall use such methods and equipment as will prevent damage to the pipes and injury of workmen. Such methods shall include the use in appropriate cases of pipe hooks, lifting beams, reinforced canvas slings, struts, cradles and pipe trailers. Pipe shall not be dropped or allowed to come into contact with any sharp object. Any pipe that has been scratched, gouged, damaged or otherwise deemed by the Contract Administrator to be unsuitable for use, shall be replaced at the Contractor's expense.
- (n) Any section of pipe containing gouges or scratches exceeding 50% of the manufacturer's recommended limits will be rejected.
- (o) Temporary packing, coverings or crates provided by the suppliers for the protection of pipes and fittings in transit shall not be removed (except for purposes of inspection after which they shall be replaced) until immediately before the pipe is installed.
- (p) Dispose of all cuttings from the fusion operation at a sanitary landfill.

#### E22.5 Steel Pipe Installation

- (a) Check pipe before being lowered into the trench to ensure that no foreign material, manufacturer's defects, or cracks exist that might prevent the proper jointing of the pipe or its operation.
- (b) Repair jeeps and holidays and all skid blisters or other injuries to the protective coating, from whatever cause, before lowering the pipe into the trench.
- (c) If the protective covering is damaged during the lowering-in process, remove pipe from the ditch and repair the covering to the satisfaction of Contract Administrator.
- (d) Lay pipes to AWWA Manual of Practice and manufacturer's standard instructions and specifications.
- (e) Join pipes in accordance with AWWA Manual of Practice and manufacturer's recommendations.
- (f) Cover the open end of the pipe in the trench to prevent entrance of trench water and other material during periods when pipe is not being installed.
- (g) Take precaution to ensure that displacement of the pipe in the trench does not occur through soil displacement or flotation due to the presence of trench water. Remove pipe that has been displaced from the trench and re-install it to meet the specification requirements.
- (h) Install fittings in accordance with the requirements of CSA Z662.
- (i) Jointing to be either flanged or butt welded in accordance with these specifications.
- (j) Adequately support fittings to reduce the transmission of any undesirable load or stress on the adjoining pipe.
- (k) Fabricate mitred bends and transitions to AWWA M11.
- (l) Submit detailed shop drawings of mitred bends and transition pieces to Contract Administrator for review prior to fabrication.
- (m) After fabrication, apply, or repair if already applied, internal lining and external coating as specified elsewhere in these specifications.
- (n) Install mitred bends and transitions to line and grade, and with bedding and backfill as for steel pipe.

E22.6 Contractor to submit a laying schedule for all steel pipe prior to installation as per E9 – Shop Drawings.

### **E23. MANHOLES**

E23.1 For manhole installation refer to Section CW 2130.

### **E24. HYDROSTATIC AND LEAKAGE TESTING**

E24.1 Ultimately the contractor is responsible for a successful pressure test. In the case of microtunnelling it is required that the pressure test be staged to allow pressure testing of the microtunnelled section prior to grouting the annulus. The carrier pipe may not be grouted without confirmation of a successful pressure test.

E24.2 Notify Contract Administrator at least 24 h in advance of all proposed tests. Contractor to confirm that test sections will maintain pressure prior to Contract Administrator being on-site. Perform all subsequent tests in presence of Contract Administrator.

E24.3 Only a hydrostatic pressure test is to be performed. Do test in accordance with AWWA M55 and ASTM 2164 for HDPE pipe.

E24.4 No testing is allowed during freezing weather, unless approved by the Contract Administrator. In such case, the Contractor shall protect valves, joints and fittings, ditch, road surface and including the test area free from ice.

- E24.5 The hydrostatic pressure test to be performed at pipe pressure rating based on elevation of lowest point in main and corrected to elevation of test gauge, for a minimum period of 1 hour.
- E24.6 Contractor shall:
- (a) Provide labour, equipment and materials required to perform hydrostatic tests hereinafter described;
  - (b) Arrange and coordinate supply of potable water for hydrostatic and leakage testing. City will supply potable water required for hydrostatic testing.
  - (c) Where any section of system is provided with concrete thrust blocks, conduct tests at least 5 days after placing concrete.
  - (d) Strut and brace caps, bends, tees, and valves, to prevent movement when test pressure is applied.
  - (e) Expel air from the pipe by slowly filling the pipe with potable water. Install corporation stops at any high points in the pipe where no air-vacuum release valves are installed. Remove stops after satisfactory completion of test and seal holes with plugs.
  - (f) Remove any pipe, fittings and appurtenances found defective and replace with new sound material and make watertight.
  - (g) Repeat hydrostatic test until all defects have been corrected. Contractor is responsible for all costs of repeat tests.
- E24.7 Pipe will be tested only after complete backfilling of trench.
- E24.8 Leave valves, joints and fittings exposed.
- E24.9 For HDPE pipe, allow for initial pipe expansion before initiating the hydrostatic test:
- (a) During the expansion phase, when the test section is completely filled and purged of air, gradually increase pressure in the test section to the required test pressure;
  - (b) Allow hydrostatic pressure to stand for 1 hour, re-pressurize as required after 1 hour to return to test pressure;
  - (c) Repeat for up to a maximum of 4 hours, If pressure continues to drop after 4 hours, to below 90% of the test pressure, the hydrostatic pressure test is deemed to have failed;
  - (d) If the test pressure cannot be attained, or if it takes an unreasonably long time to reach test pressure, there may be faults such as excessive leakage or entrapped air etc. If faults exist, discontinue pressuring, and correct them before continuing;
  - (e) Add make-up water as necessary to maintain maximum test pressure for 4 hours;
  - (f) During the test phase, reduce test pressure by 69 kPa (10 psi) and monitor the pressure for 1 hour. (Do not increase pressure or add make-up water);
  - (g) The hydrostatic pressure test is to be repeated until the pressure drop after 1 hour is less than 35 kPa.
  - (h) If no visual leakage is observed, and pressure during the test phase remains steady (within 5% of the test pressure) for the 1 hour test phase period, a passing test is indicated.
  - (i) If the test including the time required to pressurize, stabilize, hold test pressure and depressurized is not completed due to leakage or any other reason within 8 hours, the test section should be permitted to relax for at least 8 hours before repeating the test.
- E24.10 Following the successful hydrostatic testing the line pressure shall be bled off and all valves closed. No water is to be drained from the line.

## **E25. FLUSHING AND DISINFECTION OF FEEDERMAINS**

- E25.1 Flushing and Disinfection shall be done according to CW2125.

E25.2 Contractor shall discharge flow used for flushing and disinfection to the sanitary manhole identified in the Site Access Plan on drawing D-13759.

E25.3 Contractor shall be responsible for collection and delivery of the water sample for the bacteriological samples according to the latest AWWA standards.

## **E26. SURFACE RESTORATION**

E26.1 Prior to construction, Contractor shall inspect the grassed, asphalt pavement and gravel surfaces within and adjacent to the Site with the Contract Administrator to record the current condition. After construction and Site cleanup is complete, re-inspect the condition with the Contract Administrator.

E26.2 Restoration of areas that were cleared and grubbed as result of construction activities will be restored in accordance with CW 3510. Restoration of treed areas will be restored as per E26.3.

E26.3 Restoration of grassed areas damaged as result of construction activities will be restored in accordance with CW 3510. Restoration of grassed areas will not be measured for payment and will be included as part of the Work.

E26.4 Pavement damaged as a result of construction activities will be restored in accordance with CW 3230 and CW 3410. Restoration of the pavement will not be measured for payment and will be included as part of the Work.

E26.5 Gravel surfacing damaged as a result of construction activities will be restored in accordance with CW 3150. Restoration of the gravel surfacing will not be measured for payment and will be included as part of the Work.

E26.6 Contractor to restore the condition and appearance of the site to pre-construction conditions or better. Costs for work performed under this Section shall be considered incidental to the Work – no separate measurement or payment will be made.

## **E27. MEASUREMENT AND PAYMENT**

E27.1 Mobilization and Demobilization should cover all costs involved in preparing and maintaining the site for the execution of the work including bonding and insurance; submittals; temporary signs and marking; traffic control or diversion work; environmental and site protection; maintenance site during the project; moving personnel, materials and equipment to and from the site; setting up temporary facilities; erosion control; clearing and grubbing; and preparation and performing of the Work.

- (a) The bid price for Mobilization and Demobilization for this work shall be relative to the costs involved but shall not exceed 10% of the Tender Price.
- (b) Payment shall be made as follows, as approved by the City:
  - (i) 50% of the lump sum will be included in the first progress payment certificate;
  - (ii) 50% of the lump sum will be included in the final progress payment certificate.
- (c) The Contract Administrator, at their own discretion, may provide only partial payment if mobilization or demobilization is not complete.

E27.2 Pressure Test, Flushing and Disinfection shall be measured and paid on a lump sum basis upon completion.

- (a) Pressure testing, flushing, disinfection, including dechlorination shall be paid for on a lump sum basis, to the standards specified in E24 and E25.
- (b) The price shall include all labour, materials, and equipment necessary for pressure test, flushing and disinfection of the new feedermain.
- (c) City will supply water for pressure test. Contractor to coordinate water supply with the Contract Administrator and City of Winnipeg for testing.

- E27.2.1 Testing for Horizontal Directional Drilling shall be completed following installation of the HDPE pipe.
- E27.2.2 Testing for Microtunnelling shall be done in stages. Pressure testing of the tunnel portion shall be done prior to grouting the annulus of the tunnelled casing pipe.
- E27.3 Alternate 1: HDD – Supply and Install 750 mm dia. HDPE DR9 by Horizontal Directional Drilling will be measured and paid as outlined in Specification 02446 Horizontal Directional Drilling.
- (a) Payment for Alternate 1: HDD – Supply and Install 750 mm dia. HDPE DR9 by Horizontal Directional Drilling shall be paid for in horizontal linear metres for the diameter and materials as shown in the Bid Form and shown on the drawings. This price shall include supply and installation of the watermain, directional drilling, directional drilling procedure, supply and installation of “breakaway” connector (or an approved stress recording device), end caps, steel conductor casing (if deemed necessary by the Contractor), supply and disposal of drilling fluid, entry/exit pits, pipe insertion, pipe fusing, crossing markers, clean-up, restore all exit/entry pits to pre-construction condition or better and all other work.
  - (b) Price to include supply, fusion, testing, and installation of pipe.
  - (c) Price to include supply and installation of all bends, tees, reducers, all fittings, blind flanges, including thrust blocks and restraints, cathodic protection, and all other works associated with this installation.
  - (d) Price to include supply of imported pipe zone material for all entry/exit pits. Pipe zone material to be placed and compacted as per City of Winnipeg Standard Construction Specifications.
  - (e) Price to include all water, drilling fluid, polymers, and admixtures required for drilling. There will be no separate payment for disposal of all drilling fluid. Include costs in related sections.
  - (f) Price to include all hydro-excavation or hand excavation to expose existing underground pipelines and franchised utilities are incidental to the directional drilling.
- E27.4 Alternate 2: MT – Supply and Install 750 mm dia. HDPE DR9 inside a 1200mm dia. casing pipe by Microtunnel will be measured and paid on a linear metre basis along the centerline of the pipe through the casing after the pipe has been installed between the ends of the casing pipe.
- (a) Payment for Alternate 2: MT – Supply and Install 750 mm dia. HDPE DR9 inside a 1200mm dia. casing pipe by Microtunnel shall be paid for in lineal metres for the diameters and materials as shown in the Bid Form. This price shall include all work incidental to installation of the watermain including dewatering, if required; supply and installation of both the casing and carrier pipe; grouting; fittings; casing spacers; cathodic protection; and all other associated works to construct the Works as outlined in the drawings.
  - (b) Price to include all water, drilling fluid, polymers, and admixtures required for drilling if used. There will be no separate payment for disposal of drilling fluid and cuttings. Include costs in related sections.
  - (c) There will be no separate payment for the supply and installation of anodes for fittings. Include costs in related work.
  - (d) There will be no separate payment for the supply and installation of the grout used to fill the casing annulus. Include costs in related work.
  - (e) There will be no separate payment for pipeline or cable crossings. Include costs in related sections.
  - (f) Price to include all hydro-excavation (f) hand excavation to expose existing underground pipelines and franchised utilities are incidental to the Microtunnelling.
- E27.5 Alternate 2: MT – Supply and Install 600 mm dia. Steel Riser Pipe vertically inside a 1500mm manhole will be measured and paid on a vertical meter measured from the invert of the tunnel casing pipe to the invert of the horizontal flanged connection leaving manhole after the pipe has been installed.

- (a) Payment for Alternate 2: MT – Supply and Install 600 mm dia. Steel Riser vertically inside a 1500mm manhole shall be paid for in vertical metres for the diameters and materials as shown in the Bid Form. This price shall include all clearing and grubbing, stripping, shaft excavation and backfilling; installation of the contractors chosen shoring system; pipe supports/anchor system. This price shall include all materials, labour, and equipment to construct the manholes within the shafts as outlined on the design drawings as well as and barrels and the City of Winnipeg standard Frame and Cover.
- (b) The price shall include the connection from the HDPE pipes to the Steel pipe installed in the shaft, and labour, equipment, and other materials required to complete the connections.
- (c) The price will include the supply and installation of modified blind flanges with ports and caps; cathodic protection; and required pipe, fittings and valve listed and/or required to facilitate the installation and operation of the valve as outlined and intended by the drawings and specifications.
- (d) The supply and installation of fittings to be included in the cost of the installation of the watermain unless otherwise specified.
- (e) There shall be no separate payment for supply and installation of concrete and fillcrete, as shown in the drawings. Include cost in related work.
- (f) There will be no separate payment for shaft backfill operations and material. Include costs in related work.
- (g) There will be no separate payment for existing feedermain protection required as a result of shaft excavation and tunneling operations. Include costs in related sections.
- (h) The price shall include site restoration required to facilitate the installation and return the area to pre-existing conditions.