



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 270-2018

2018 WATERMAIN RENEWALS – CONTRACT NO. 8

Note to Bidders: Please be aware of revisions to B15.4

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2018 WATERMAIN RENEWALS – CONTRACT NO. 8

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 1, 2018.

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

B4. ENQUIRIES

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 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>
- B6.4 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.
- B6.5 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 B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (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.
- 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 B18.1(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 13 of Form A: Bid shall be signed in accordance with the following requirements:

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

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Bidders, by responding to this Bid Opportunity, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Bid Opportunity process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Bid Opportunity process) of strategic and/or material relevance to the Bid Opportunity process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Bid Opportunity process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 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.

B13.2 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>

B13.3 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) upon request of the Contract Administrator, provide the Security Clearances in accordance with Part F – Security Clearances PART F - ;

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) or
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)

B13.5 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.

B13.6 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.

B14. BID SECURITY

B14.1 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.

B14.1.1 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.

B14.1.2 All signatures on bid securities shall be original.

B14.1.3 The Bidder shall sign the Bid Bond.

B14.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.

B14.2 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.

B14.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B14.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B14.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B14.3 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.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 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.

B15.1.1 Bidders or their representatives may attend.

B15.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B14 will not be read out.

- B15.2 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/>
- B15.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) 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/>
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B16.2 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.

B17. WITHDRAWAL OF BIDS

- B17.1 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.
- B17.1.1 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.
- B17.1.2 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 13 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B17.1.3 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 13 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Bid withdrawn.
- B17.2 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 B16.2 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.

B18. EVALUATION OF BIDS

- B18.1 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 B12 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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.
- B18.4 Further to B18.1(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.
- B18.4.1 Further to B18.1(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.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2018 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B19.4 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 B18.
- B19.4.1 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
- 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 renewal of watermains on various streets in the River Heights and Fort Richmond neighbourhoods of the City of Winnipeg.

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

- (a) Renewal of approximately 440 m of 150 mm, 160 m of 200 mm, and 730 m of 250 mm watermains,
- (b) Replacement of 20 gate valves (various sizes),
- (c) Replacement of 11 hydrant assemblies,
- (d) Reconnection of water services, or renewal of lead or plastic water services where encountered,
- (e) Surface restoration.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Tetra Tech represented by:

Kirby McRae, P.Eng.
Project Manager

Telephone No. 204-954-6935
Email Address kirby.mcrae@tetrattech.com

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;

- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.1.

D6.3 Notwithstanding C21, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D6.5 Bids Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.

D7. FURNISHING OF DOCUMENTS

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

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11. PERFORMANCE SECURITY

- D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.2 If the bid security provided in his/her Bid was not a certified cheque or draft pursuant to B14.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12. DETAILED WORK SCHEDULE

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12.2 The detailed work schedule shall consist of a Gantt chart for the Work with one-week time increments, acceptable to the Contract Administrator.

D12.3 Further to D12.2, the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each activity or task. The time shall be on the horizontal axis, and the activity or task shall be on the vertical axis.

D12.4 The Contractor shall update the construction schedule prior to each bi-weekly construction site meeting for review and discussion at the meetings.

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 the General Conditions for the return of the executed Contract.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 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.

D14.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D8;
- (ii) evidence of the workers compensation coverage specified in C6.15;
- (iii) the Safe Work Plan specified in D9;
- (iv) evidence of the insurance specified in D10;
- (v) the performance security specified in D11; and
- (vi) the Subcontractor list specified in D13.

(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.

D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

D14.4 The Contractor shall not commence the portion of Killarney Avenue between Caledon Road and the West Leg of Acadia Bay before July 2, 2018 to minimize disruption to Fort Richmond Collegiate and Acadia Junior High School.

D15. CRITICAL STAGES

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Construction of a portion of the watermain renewal on Killarney Avenue from Pembina Highway to Caledon Road, including testing and limited restoration by July 16, 2018 to allow for Bid Opportunity 127-2018 street reconstruction and renewal works to be undertaken by others.
 - (b) Construction of the watermain renewal on Queenston Street, including testing and limited restoration by August 3, to allow for Bid Opportunity 127-2018 street reconstruction works to be undertaken by others.

D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance within sixty (65) consecutive Working Days of the commencement of the Work as specified in D14 or by September 28, 2018, whichever comes first.
- D16.2 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 re-inspected.
- D16.3 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.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance within seventy (75) consecutive Working Days of the commencement of the Work as specified in D14 or by October 19, 2018, whichever comes first.
- D17.2 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 re-inspected.
- D17.3 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.

D18. LIQUIDATED DAMAGES

- D18.1 If the Contractor fails to achieve, Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Killarney Avenue (Pembina to Caledon) – one-thousand five-hundred dollars (\$1,500);
 - (b) Queenston Street – one-thousand five-hundred dollars (\$1,500);
 - (c) Substantial Performance – one-thousand five-hundred dollars (\$1,500);
 - (d) Total Performance – one-thousand dollars (\$1,000).

D18.2 The amounts specified for liquidated damages in D18.1 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.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. WORKS BY OTHERS

D19.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) The 2018 Local Street Renewal Program, Reconstruction of Killarney Avenue from Pembina Highway to Baylor Avenue, Rehabilitation of Killarney Avenue from Baylor Avenue to Caledon Road, and Reconstruction of Queenston Street from Corydon Avenue to Grosvenor Avenue as part of Bid Opportunity No. 127-2018.
- (b) Building expansion and other maintenance works at Fort Richmond Collegiate.
- (c) Gymnasium and other maintenance works at Acadia Junior High School.

D20. COOPERATION WITH OTHERS

D20.1 Further to C.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of other utilities and staff of the City of Winnipeg will be working in the areas on or adjoining the site. The activities of these agencies may coincide with the Contractor's execution of the Work, and it will be the Contractor's responsibility to cooperate to the fullest extent with the personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of this contract.

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) Boulevard landscape maintenance as specified in CW 3510.

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 B13.4, 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 B13.4.

D25. WATER USED ON CITY OF WINNIPEG CONSTRUCTION PROJECTS

D25.1 Further to Section 3.7 of CW 1120, charges incurred for the permit and water meters shall be paid for by the Contractor when taken out. The Contractor shall forward the permit invoice and billing for water usage to the Contract Administrator for reimbursement. The Bid Opportunity number shall be noted on each permit.

MEASUREMENT AND PAYMENT

D26. PAYMENT

D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D27. WARRANTY

D27.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

BID OPPORTUNITY NO. 270-2018

2018 WATERMAIN RENEWALS – CONTRACT NO. 8

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 270-2018
2018 WATERMAIN RENEWALS – CONTRACT NO. 8

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

(Name of Contractor)

(Address of Contractor)

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

_____ Canadian dollars.

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

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

Partial drawings are permitted.

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

(Address)

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

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

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

(Date)

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

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

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

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Set No.</u>	<u>Drawing Name/Title</u>
D-15085		Cover Page
D-15086	1	Drawing Index, Design Notes, Legend, & Abbreviations
D-15087	2	Lindsay Street - 144m South of Wellington Cres. to 60m South of Wellington Cres.
D-15088	3	Lindsay Street - 60m South of Wellington Cres. to Wellington Cres.
D-15089	4	Queenston Street – Corydon Ave. to 80m North of Corydon Ave.
D-15090	5	Queenston Street - 80m North of Corydon Ave. to 153m North of Corydon Ave.
D-15091	6	Killarney Avenue - Pembina Hwy to 75m East of Pembina Hwy
D-15092	7	Killarney Avenue - 75m East of Pembina Hwy to 24m East of Baylor Ave.
D-15093	8	Killarney Avenue - 24m East of Baylor Ave. to 38m East of Caledon Rd.
D-15094	9	Killarney Avenue - 38m East of Caledon Rd. to 68m West of Greyfriars Rd.
D-15095	10	Killarney Avenue - 68m West of Greyfriars Rd. to 38m East of Greyfriars Rd.
D-15096	11	Killarney Avenue - 38m East of Greyfriars Rd. to 64m East of Acadia Bay (West Leg)
D-15097	12	Killarney Avenue - 64m East of Acadia Bay (West Leg) to Briar Cliff Bay (West Leg)
D-15098	13	Radcliffe Road - 58m West of Vassar Rd. to 12m East of Vassar Rd.
D-15099	14	Radcliffe Road - 12m East of Vassar Rd. to Kilkenny Rd.
D-15100	15	Vassar Road - Radcliffe Rd. to 5m North of Oberlin Rd.
D-15101	16	Vassar Road - 5m North of Oberlin Rd. to Linacre Rd.
D-15102	17	Killarney Avenue - Traffic Management Plan

GENERAL REQUIREMENTS

E2. PROVISIONAL ITEMS

- E2.1 The Provisional items listed in Form B: Prices are a part of the Contract.

E2.2 No Work listed under these provisions will be performed by the Contractor without prior authorization from the Contract Administrator. All Work carried out will be within the construction areas listed in the Specifications.

E2.3 Notwithstanding C7, The City reserves the right to eliminate all or any portion of the work listed as Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit.

E3. PROTECTION OF EXISTING TREES

E3.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing boulevard trees within the limits of the construction area.

E3.1.1 Do not stockpile materials and soil or park vehicles and equipment on boulevards within 2 meters of trees.

E3.1.2 Strap mature tree trunks with 25 x 150 x 2400 wood planks. Smaller trees shall be similarly protected using appropriately sized planks.

E3.1.3 Excavations shall be carried out in a manner to minimize damage to existing root systems. Where roots must be cut to facilitate an excavation, they shall be neatly pruned at the face of the excavation.

E3.1.4 Work on site shall be carried out in a manner to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch.

E3.1.5 American elm trees shall not be pruned between April 1st and August 1st and Siberian elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.

E3.2 All damage to existing trees due to the Contractor's construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Public Works Department, Forestry Branch.

E3.3 No separate measurement or payment will be made for protection of trees.

E4. EXPLORATION OF EXISTING UTILITIES AND SERVICES

E4.1 Prior to construction, the Contractor shall verify the elevations of buried utilities including but not limited to sewers, watermains, large diameter fire service watermains, gas mains, power and telecommunications ducts and conduits, traffic signal conduits, street lighting and other communication cables at proposed crossing locations in accordance with CW 1120 Clause 3.3.

E4.2 Exploration of buried infrastructure should be undertaken a minimum of 5 business days prior to any construction to determine if an alternate vertical or horizontal alignment of the proposed sewer may be beneficial to minimize conflicts with the existing utilities or services.

E4.3 The Contractor shall arrange for all required utility locations, safety watches and other required notifications.

E4.4 The Contractor shall provide the Contract Administrator with a minimum of 24 hours advanced notice prior to conducting utility exposures.

E4.5 Exploration of utility locations and elevations will be incidental to the Contract.

E5. TRAFFIC CONTROL AND MANAGEMENT

E5.1 Further to clauses 3.6, 3.7 and 3.8 of CW 1130, in accordance with the Manual of Temporary Traffic Control on City Streets (MTTC) found in the City of Winnipeg, Public Works Department website at: <http://winnipeg.ca/publicworks/trafficControl/>, the Contractor ("Construction Agency" in the manual) shall be responsible for placing, maintaining and removing the appropriate

temporary traffic control devices as specified by the MTTC or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.

- E5.2 Notwithstanding E5.1, in accordance with the MTTC, the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- (a) Parking restrictions,
 - (b) Stopping restrictions,
 - (c) Turn restrictions,
 - (d) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- E5.3 An exception to E5.2 is the 'KEEP RIGHT/KEEP LEFT' sign (RB-25 / RB-25L) and signage for routing traffic across the Killarney Avenue median near Pembina Highway which shall be supplied, installed, and maintained by the Contractor at their own expense.
- E5.4 Further to E5.2, where the Contract Administrator has determined that the services of the Traffic Services Branch are required, the City shall bear the costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.
- E5.5 Further to Clause 3.7 of CW 1130, the Contractor shall schedule construction activities to meet the following:
- E5.5.1 Maintain one lane of traffic in each direction including bus traffic on Killarney Avenue from Pembina Highway to Briar Cliff Bay (West Leg) at all times. The Contractor will have access to open lanes of traffic provided flag persons are used in accordance with the MTTC. Intersecting streets and private approach access shall be maintained at all times.
 - E5.5.2 Lindsay Street from Academy Road to Wellington Crescent will be closed to all traffic. The Contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
 - E5.5.3 Queenston Street from Corydon Avenue to Grosvenor Avenue will be closed to all traffic. The Contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
 - E5.5.4 Radcliffe Road from Oberlin Road West Leg to Kilkenny Road will be closed to through traffic. Local access shall be maintained. The Contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control. Private approach access shall be maintained at all times.
 - E5.5.5 Vassar Road from Radcliffe Road to Linacre Road will be closed to through traffic. Local access shall be maintained. The Contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control. Private approach access shall be maintained at all times.
- E5.6 Should the Contractor be unable to maintain an existing access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E5.7 Additional requirement for Killarney Avenue near Pembina Highway include:
- E5.7.1 The closure of the right turn cut off in the northeast corner of Pembina Highway and Killarney Avenue will be permitted for a duration of three weeks for the completion of the

works in this corner. The Contractor is to provide 48 hours' notice for this closure. This lane may be temporarily reopened during weekends if it is safe to do so.

E5.7.2 Median modifications on Killarney Avenue at Pembina Highway will be required to provide the westbound traffic lane diversion during construction as outlined on D-15085 – Traffic Management Plan.

E5.8 Pedestrian and ambulance/emergency vehicle access must be maintained at all times. The Contractor shall maintain pedestrian crossings at intersections at all times. Only one pedestrian crossing at an intersection will be permitted to be blocked during construction. If more than one crossing closure is required to complete the works, flag persons are required to safely escort pedestrians across the street. Clear and clean pedestrian crossings are to be maintained at all times.

E5.9 The Contractor shall not park company or private vehicles inside the barricaded Work Zone in a manner that will block sightlines for vehicles and pedestrians crossing intersections.

E6. REFUSE AND RECYCLING COLLECTION

E6.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners' refuse and/or recycling materials to a nearby common area, prior to an established time, in accordance with E6.2 to permit the normal collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

E6.2 Collection Schedule:

E6.2.1 Lindsay Street – Academy Road to Wellington Crescent

- (a) Collection Day: Monday A
- (b) Collection Area: Backlane pickup.

E6.2.2 Queenston Street – Corydon Avenue to Grosvenor Avenue

- (a) Collection Day: Monday A
- (b) Collection Area: Backlane pickup.

E6.2.3 Killarney Avenue

- (a) Collection Day: Wednesday B
- (b) Collection Area: Backlane pickup.

E6.2.4 Radcliff Road and Vassar Road

- (a) Collection Day: Wednesday B
- (b) Collection Area: Front Street Pickup, carts to be relocated for pickup.

E6.3 No measurement or payment will be made for the work associated with this specification.

E7. CONNECTING TO EXISTING WATER SERVICES

E7.1 This specification shall amend clause 4.22 of CW 2110.

E7.2 Connecting to existing lead water services will be measured and paid for in accordance with Clause 4.13 of CW 2110, "Connecting Existing Copper Water Services to New Watermain" for each connection made, regardless of the material of the existing water service being connected to. Connecting to existing lead water services will not be included in the installation of a curb stop.

E8. LEAD AND PLASTIC WATER SERVICES

- E8.1 All lead, polybutylene and kitec PVC water services to be fully renewed with copper water services, including new curb stop and box. Services smaller than 19mm shall be upsized to 19 mm. Connect to existing water service 300mm beyond the new curb stops with a suitable flanged copper to compatible adapter.
- E8.2 Connecting to existing lead water services will be included in replacement of water services and curb stop.

E9. REPLACEMENT OF PRIVATE WATER SERVICES

- E9.1 Where it is determined a lead, polybutylene or kitec PVC water service exists on private property, the Contract Administrator will provide the property owner with a notice of an opportunity to replace the lead water service in conjunction with watermain work in the vicinity.
- E9.2 Maintain the excavation at the curb stop open for up to 5 working days to allow connection of new water service if owner decides to replace their existing service on private property. Maintaining the excavation will be measured and paid for in accordance with Clause 4.23 of CW 2110.
- E9.3 Backfill the excavation after completion of the new water service by others or after 5 working days whichever first unless directed otherwise by the Contract Administrator.

E10. WATER SERVICE INTERRUPTIONS TO BUSINESSES AND SCHOOLS

- E10.1 Should the Contract Administrator require that Work be carried out at night, on weekends, on Public Holidays where required to minimize water service interruptions on this project, the Contractor shall comply without additional compensation being considered to meet the requirement.
- E10.2 Water shutdowns to any school and other businesses reliant on water will take place after business hours.
- E10.2.1 Shutdowns dates and times at school locations will be determined on site by the Contract Administrator. Details of the school services and water use include:
- (a) Fort Richmond Collegiate has separate domestic and fire services off Killarney Avenue. A second fire service off Caldeon Road may provide back-feed to the school domestic service, but this must be investigated. The school fire service may be interrupted for a short duration upon approval from the Pembina Trails School Division insurer.
 - (b) Acadia Junior High School has a domestic service off Killarney and no fire service.
 - (c) Neither school has summer school classes. Both schools have office and limited maintenance staff working throughout the summer break. Both schools have construction works planned for the summer of 2018.
- E10.2.2 Contractor shall give the Contract Administrator five (5) Working Days notice to make arrangements with the various schools and/or businesses.
- E10.3 The Contractor shall work closely with the Contract Administrator and the City to coordinate service connections and tie-ins to minimize the disruptions of water service to all properties in the area.
- E10.4 No additional payment will be made for measures taken to minimize water services disruptions.

E11. STAGING OF KILLARNEY AVENUE WORKS

- E11.1 The watermain renewal on Killarney Avenue from Pembina Highway to Briar Cliff Bay (West Leg) will require staged construction to accommodate street reconstruction and rehabilitation

(Pembina Highway to Caledon Road), avoid impacting schools during the normal school year, and maintain service to Acadia Bay. The Contractor will be required to verify the operation of gate valves before commencement of any work. A preliminary construction staging sequence is proposed as follows to assist the Contractor in completing this complex work.

- E11.1.1 Stage 1: Pembina Highway to Caledon Road and
- (a) Install new gate valve near Pembina Highway connection during nighttime. This will minimize disruption to Pembina Highway businesses (Esso Service Station).
 - (b) Install temporary services for north side of Killarney (from Caledon Road) and south side of Killarney (from Baylor Avenue).
 - (c) Isolate Killarney Avenue between Pembina Highway and Caledon Road.
 - (d) Complete renewal between Pembina Highway and Caledon Road.
 - (e) This stage to be completed by Critical Stage Date shown in section D15 to minimize conflict with roadway works.
- E11.1.2 Stage 2: Acadia Bay (East Leg) to Briar Cliff Bay (West Leg)
- (a) This stage may be undertaken simultaneously with Stage 1.
 - (b) Isolate Killarney Avenue between Acadia Bay (East Leg) and Briar Cliff Bay (West Leg).
 - (c) Complete renewal between 10 m west of west limit of Acadia Bay (East Leg) and Briar Cliff Bay (West Leg) including gate valve renewal on Killarney Avenue PVC watermain, to permit Acadia Bay to be fed from east during later stages.
- E11.1.3 Stage 3: Caledon Road to Greyfriars Road
- (a) This stage must follow Stage 1.
 - (b) Install temporary services for the south side of Killarney Avenue (from Greyfriars) and for Fort Richmond Collegiate on the north side of Killarney Avenue.
 - (c) It is recommended to maintain the Killarney Avenue watermain in service east of Greyfriars Road to maintain adequate fire protection capacity from hydrants.
 - (d) Isolate Killarney Avenue between Caledon Bay and Greyfriars Road.
 - (e) Complete renewal between Caledon Bay and Greyfriars Road.
- E11.1.4 Stage 4: Complete Remainder of Killarney Avenue
- (a) This stage must be completed last.
 - (b) Install temporary service for Acadia Junior High School on the north side of Killarney Avenue.
 - (c) Isolate Killarney Avenue between Greyfriars Road and Acadia Bay (East Leg), supplying Acadia Bay from east end of Killarney Avenue.
 - (d) Complete renewal between Greyfriars Road and Acadia Bay (East Leg).

E12. RESTORATIONS

- E12.1 Further to Section 3.3 of CW 1130 of the General Requirements, permanent surface restorations including all sodding and pavement works for each renewal shall be completed within ten (10) working days from the date that the renewal is completed.
- E12.2 Where excavations are to be restored with 24-hour early opening concrete as requested by the Contract Administrator, the Contractor shall make it their first priority to; backfill the excavation; pour the 24-hour concrete; where required, lay asphalt as soon as the 24-hour curing period is up and open the closed lane to traffic.
- E12.3 Restoration requirements have been relaxed on the following streets scheduled for reconstruction and rehabilitation during 2018 by others:

- E12.3.1 Killarney Avenue (Pembina Highway to Baylor Avenue - full reconstruction).
- (a) Backfill and compact watermain excavations in roadways to within 0.5 m of ground surface, top with pit run gravel.
 - (b) Backfill and compact watermain excavations in boulevards or sidewalks to within 0.10 m of ground surface. Top sidewalks with pit run gravel.
 - (c) Temporary median crossing pavement to be left for repair by others.
 - (d) Repair any private walkways impacted by works.
 - (e) No boulevard restoration.
- E12.3.2 Killarney Avenue (Baylor Avenue to Caledon Road – rehabilitation / overlay).
- (a) Backfill and compact watermain excavations in roadways to within 0.5 m of ground surface, top with pit run gravel.
 - (b) Backfill and compact watermain excavations in boulevards to within 0.10 m of ground surface.
 - (c) Fully repair any sidewalk panels or private walkways damaged or impacted by works.
 - (d) No boulevard restoration.
- E12.3.3 Queenston Street (Corydon Avenue to north limit of work - full reconstruction).
- (a) Backfill and compact watermain excavations in roadways to within 0.5 m of ground surface, top with pit run gravel.
 - (b) Backfill and compact watermain excavations in boulevards or sidewalks to within 0.10 m of ground surface. Top sidewalks with pit run gravel.
 - (c) Repair any private walkways impacted by works.
 - (d) Street light cabling is being replaced by others.
 - (e) No boulevard restoration.

E13. PARTIAL SLAB PATCHES

- E13.1 Construct partial slab patches in accordance with CW 3230. Partial Slab Patches shall be measured on an area basis and paid for at the Contract Unit Price per square meter for “Partial Slab Patches” in Form B of the Bid Submission,
- E13.2 No separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices bid for Partial Slab Patches.

E14. CONCRETE CURB RENEWALS

- E14.1 Construct concrete curb renewal in accordance with CW 3240. Concrete curb renewal shall be measured on a length basis and paid for at the Contract Unit Price per meter for “Concrete Curb Renewal” in Form B of the Bid Submission.

E15. MISCELLANEOUS CONCRETE SLAB RENEWALS – SIDEWALKS

- E15.1 Construction of miscellaneous concrete slab renewals in accordance with CW 3235. Miscellaneous concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the Contract Unit Price per square meter of “Miscellaneous Concrete Slab Renewals – Sidewalk” in Form B of the Bid Submission.

E16. ASPHALTIC CONCRETE PATCHES TYPE 1A

- E16.1 Further to CW 3410 there will be no maximum width for an asphalt patch. All cost incurred for sub base and base course materials shall be included in the unit price for “Construction of Asphalt Patches”.

- E16.2 Asphalt patches are to be constructed over concrete where an asphalt overlay exists or as shown below where no asphalt overlay exists:
- (a) 300mm of Crushed 50mm Limestone Sub Base.
 - (b) 50mm of Crushed 20mm Limestone Base.
 - (c) 100mm of Type 1A Asphaltic Concrete, compacted in 50mm lifts.

E17. STREET LIGHT CABLE

- E17.1 At locations where street lighting cable is to be replaced as directed by the Contract Administrator, the Contractor shall, after completion of backfilling and grading of watermain trenches, construct a trench suitable for the placement of street lighting cable or install a 50 mm HDPE conduit by coring methods. The HDPE conduit will be supplied by the street lighting utility at no cost to the Contractor.
- E17.2 The trench or cored pipe shall be constructed on the same alignment as the street light bases or as directed by the Contract Administrator. The bottom of the trench shall be between 600 mm and 750 mm below the top of the curb and shall be no more than 150 mm in width. The invert of cored pipe shall be 600 mm to 750 mm below the top of the curb.
- E17.3 The Contractor shall provide 48 hour's notice to the Contract Administrator prior to the commencement of trenching or coring operations in order to allow coordination of the cable installation by the street lighting utility.
- E17.4 Upon completion of cable installations by the street lighting utility the Contractor shall backfill, compact and grade the boulevard sections disturbed. Backfill shall be Class 4 Backfill in accordance with CW 2030.
- E17.5 Sodding boulevards disturbed during street light cable installation will be incidental to the Work.
- E17.6 The installation of street lighting cable shall be measured on a linear meter basis based on measurements taken by the Contract Administrator. Payment shall be made at the Contract Unit Price for "Street Light Cable – Trenching", measured as specified herein which price shall be payment in full for performing all operations and supply all materials and all other items incidental to the Work included in this specification.
- E17.7 The coring and installation of HDPE conduit shall be measured on a linear meter basis from shaft face to shaft face based on measurements taken by the Contract Administrator. Payment shall be made at the Contract Unit Price for "Street Light Cable – Coring of HDPE Conduit", measured as a specified herein which price shall be payment in full for performing all operations and supplying all materials and all other items incidental to the Work included in this specification.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

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