

**CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 213-2020**

**2020 SEWER RENEWALS AND EXTERNAL POINT REPAIRS – CONTRACT NO.1**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2020 SEWER RENEWALS AND EXTERNAL POINT REPAIRS – CONTRACT NO.1

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 28, 2020.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

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

### **B4. ENQUIRIES**

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, 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 Tender 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 Tender 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.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **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 Tender 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 Tender, 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 MERX website at [www.merx.com](http://www.merx.com).
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- 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/Proposal;
  - (b) Form B: Prices;
  - (c) Form G1: Bid Bond and Agreement to Bond.
- 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 electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.4.1 Bids will **only** be accepted electronically through MERX.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal 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/Proposal, 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/Proposal 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;
  - (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/Proposal should be entered 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.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D27. Any such costs shall be determined in accordance with D27.
- 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).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

## **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** Further to C3.2, Bidders, by responding to this Tender, 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 Tender 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 Tender process) of strategic and/or material relevance to the Tender 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 Tender 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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 - ;

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™) in the form of:
  - (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 include in its Bid Submission bid security in the form of a digital 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 Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B14.2 Bid security shall be submitted in a digital format meeting the following criteria:

- (a) The version submitted by the Bidder must have valid digital signatures and seals;
- (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).

B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

B14.4 Bonds passing the verification process will be treated as original and authentic.

B14.5 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 formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.6 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 Tender.

#### **B15. OPENING OF BIDS AND RELEASE OF INFORMATION**

B15.1 Bids will not be opened publicly.

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 MERX website at [www.merx.com](http://www.merx.com).

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).

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/Proposal.
- 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 formed and the contract securities have been 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/Proposal.

**B17. WITHDRAWAL OF BIDS**

- B17.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

**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 Tender, or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (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 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 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

**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 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 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D27 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.4 Where an award of Contract is made by the City, the award shall be made to the 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**

### **C1. GENERAL CONDITIONS**

- C1.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C1.1.1 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)
- C1.2 A reference in the Tender 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 manhole and sewer repairs/renewals at various locations in the City of Winnipeg.

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

- (a) external point repairs of 200 mm – 2,400 mm diameter sewers at approximately 26 locations;
- (b) sewer service renewals and reconnections;
- (c) abandoning existing sewers and manholes;
- (d) installation of manholes;
- (e) sewer and sewer service video inspection and;
- (f) temporary and permanent restoration of boulevard and pavement areas.

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

D3.1 The Contract Administrator is KGS Group, represented by:  
John Minkevich, P.Eng.  
Municipal Project Manager

Telephone No. (204) 896-1209  
Email Address jminkevich@kgsgroup.com

D3.2 At the pre-construction meeting, John Minkevich 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. NOTICES**

D5.1 Except as provided for in C22.4, 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/Proposal.

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

- D5.3 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. FURNISHING OF DOCUMENTS**

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

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D8. SAFE WORK PLAN**

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

### **D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, 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.
- D9.2 Deductibles shall be borne by the Contractor.

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

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

#### **D10. CONTRACT SECURITY**

D10.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond 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; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D10.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter 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 Documents, if applicable.

D10.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D10.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

#### **D11. SUBCONTRACTOR LIST**

D11.1 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 Documents, if applicable.

#### **D12. DETAILED WORK SCHEDULE**

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

D12.2 The detailed work schedule shall consist of the following:

- (a) a Gantt chart for the Work

all acceptable to the Contract Administrator.

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

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D8;
    - (iv) evidence of the insurance specified in D9;
    - (v) the contract security specified in D10;
    - (vi) the Subcontractor list specified in D11; and
    - (vii) the Detailed Work Schedule specified in D12.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D13.3 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 D15 and Total Performance of the work in accordance with D16.
- D13.4 The City intends to award this Contract by May 14, 2020
- If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D14. SEQUENCE OF WORK**

- D14.3 Further to C:6.1, the sequence of Work shall be as follows.
- (a) Work on intersection of Winakwa Rd and Speers Rd shall be done when College Beliveau is not in session.

### **D15. SUBSTANTIAL PERFORMANCE**

- D15.1 The Contractor shall achieve Substantial Performance within fifty (50) consecutive Working Days of the commencement of the Work as specified in D13 or by September 4, 2020, whichever comes first.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

## **D16. TOTAL PERFORMANCE**

- D16.1 The Contractor shall achieve Total Performance within fifty-five (55) consecutive Working Days of the commencement of the Work as specified in D13 or by September 11, 2020, whichever comes first.
- D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D17. LIQUIDATED DAMAGES**

- D17.1 If the Contractor fails to achieve, 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) Substantial Performance - Two Thousand Dollars (\$2,000.00);
  - (b) Total Performance – Five Hundred Dollars (\$500.00).
- D17.2 The amounts specified for liquidated damages in D17.1 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.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D18. COVID-19 SCHEDULE DELAYS**

- D18.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.
- D18.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D18.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D18.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 The Work schedule, including the durations identified in D15 and D16 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

- D18.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D18.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **D19. COOPERATION WITH OTHERS**

- D19.1 Further to C6.25, 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 personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of this contract.

## **D20. SCHEDULED MAINTENANCE**

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Landscaping as specified in CW3510;
- D20.2 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**

### **D21. JOB MEETINGS**

- D21.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D22. TRAFFIC CONTROL**

- D22.1 Traffic control shall be carried out in accordance with Section 3.7 of CW 1130.
- D22.2 Further to D22.1, should the Contract Administrator require that Work on Regional Streets be carried out at night, on Sundays, on public holidays or that Work be restricted or suspended during peak traffic hours, the Contractor shall comply without additional compensation being considered to meet these requirements.
- D22.3 Regional Streets in this Contract are:
- (a) Archibald Street;
  - (b) Higgins Avenue;

- (c) Logan Avenue;
- (d) Portage Avenue East;
- (e) Portage Avenue;
- (f) Sherbrook Street;
- (g) Smith Street;
- (h) St. James Street;
- (i) University Crescent;
- (j) William Avenue.

D22.4 Traffic control on Regional Streets during construction shall be as follows:

- (a) Archibald Street;
  - (i) Only one lane of traffic may be closed due to the location of the manhole (middle of the road). As the road is very busy during the day (with heavy truck traffic) this work should be done during off-peak (or overnight) hours with sufficient traffic control (e.g. flag people).
  - (ii) Intersecting streets and private approaches must be maintained at all times.
  - (iii) Bus traffic must be maintained at all times
- (b) Higgins Avenue;
  - (i) The manhole is in the middle of the road and closing one lane eastbound and one lane westbound will be required for safe access to the manhole. As the road is very busy during the day this work may need to be done during off-peak (or overnight) hours.
- (c) Logan Avenue:
  - (i) The EPR is in the middle of the road and closing one eastbound lane will be required for the safe access to the work area. As the road is very busy during the day this work may need to be done during off-peak (or overnight) hours.
- (d) Portage Avenue East;
  - (i) The EPR is in the middle of the eastbound center turning lane and closing at least this lane will be required for the safe access to the work area. Closure of the center westbound lane may also be required depending on layout of work. As the road is very busy during the day this work may need to be done during off-peak (or overnight) hours.
- (e) Portage Avenue;
  - (i) The location of the repair is in the boulevard area north of Portage Ave and the construction works will impact mainly the pedestrian traffic on the sidewalk. Rerouting of the pedestrian traffic will be required during the repair.
- (f) Sherbrook Street;
  - (i) For the abandonment of the pipe on Sherbrook St. one northbound lane needs to be closed. As the road is very busy during the day this work may need to be done during off-peak (or overnight) hours.
- (g) Smith Street;
  - (i) The EPR is in the middle of the road and two of the four northbound lanes will need to be closed for safe access to the work area. As the road is very busy during the day this work may need to be done during off-peak (or overnight) hours.
- (h) St. James Street;
  - (i) The EPR is in the middle of the road and closing one northbound and one southbound lane will be required for safe access to the work area. As the road is very busy during the day this work may need to be done during off-peak (or overnight) hours.
- (i) University Crescent;

- (i) For the EPR works closing of one southbound lane will be required for the safe access to the work area. The bus stop will need to be relocated to accommodate the work.
  - (j) William Avenue.
    - (i) The manhole to be abandoned is in the middle of William Ave. For the work to proceed one eastbound and one westbound lane should be closed. Parking restrictions will need to be put in place during the work. As the road is very busy during the day this work may need to be done during off-peak (or overnight) hours.
  - (k) Intersecting streets and private approaches will be maintained at all times;
  - (l) Bus traffic will be maintained at all times.
- D22.5 Construction activities on Regional Streets shall be restricted to the closed lanes between 07:00 to 09:00 hours and 15:30 to 17:30 hours Monday to Friday and other hours as directed by the Contract Administrator.
- D22.6 Traffic control on Non-Regional Streets during construction shall be as follows:
- (a) Maintain one lane of traffic with street signed as “Road Closed - No Exit”;
  - (b) Intersecting streets and private approaches will be maintained at all times;
  - (c) Bus traffic will be maintained at all times.
  - (d) Specific Non-Regional Street traffic considerations:
    - (i) 8 Forks Market Road;
      - ◆ The manhole to be abandoned is in turning lane in front of the CityTV building in the Forks. The traffic in this area will require careful consideration for public safety.
      - ◆ This work will require coordination with businesses in the area and may need to be done during off-peak (or overnight) hours.
      - ◆ The westbound turning lane to Forks Market Rd and the westbound lane of Forks Market Rd between Israel Asper Way and Fort Gibraltar Trail can be closed during construction as long as pedestrian access is maintained through the intersection.
- D22.7 The Contractor will have access to the open lanes of traffic during non-restricted hours provided flag persons are used in accordance with the most current edition of The City of Winnipeg Manual of Temporary Traffic Control on City Streets to maintain traffic safety.
- D22.8 Further to Section 3.6 of CW 1130, the Contractor shall maintain safe pedestrian crossing at intersections at all times. If possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.
- D22.9 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 approaching and crossing.
- D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**
- D23.1 Further to C6.26, 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.

## **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 Warranty is as stated in C13.

## **THIRD PARTY AGREEMENTS**

### **D27. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D27.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D27.2 Further to D27.1, in the event that the obligations in D27 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D27.3 For the purposes of D27:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D27.4 Modified Insurance Requirements

D27.4.1 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D27.4.2 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D27.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed

vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D27.4.4 Further to D9.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D27.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D27.5 Indemnification By Contractor

D27.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

#### D27.6 Records Retention and Audits

D27.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D27.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in 0 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D27.7 Other Obligations

D27.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D27.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D27.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D27.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards

approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

**FORM H1: PERFORMANCE BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

TENDER NO. 213-2020

2020 SEWER RENEWALS AND EXTERNAL POINT REPAIRS – CONTRACT NO.1

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: LABOUR AND MATERIAL PAYMENT BOND**  
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

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

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

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

TENDER NO. 213-2020

2020 SEWER RENEWALS AND EXTERNAL POINT REPAIRS – CONTRACT NO.1

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 promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
  - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
  - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

\_\_\_\_\_ 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)



## 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 Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
12502	Cover Sheet
12503	Drawing Index, Design Notes, Legend, & Abbreviations
12504	8 Forks Market Road - Between Fort Gibraltar Trail and Israel Asper Way
12505	Aikins Street - MH at Polson Avenue to Plug North of Polson Avenue
12506	Aikins Street - MH at Machray Avenue to MH at Cathedral Avenue
12507	Albert Street - 1st MH South of McDermot Avenue
12508	Archibald Street - 2nd MH South of Plinguet Street
12509	Alley North of Essar Avenue - 1st MH West of Appleton Street to Unknown Asset
12510	Higgins Avenue - MH at Argyle Street
12511	Keats Way (North Leg) - 2nd MH West of Bedson Street to MH at Bedson Street
12512	Kingston Row - 2nd MH West of Mager Drive West to 1st MH West of Mager Drive West
12513	Lizzie Street - at North Property Line Logan Avenue
12514	Logan Avenue - Node at Maude Street to 1st MH East of Maude Street
12515	Martha Street - 1st MH North of Logan Avenue
12516	Navy Way - 2nd MH North of Assiniboine to 1st MH North of Assiniboine
12517	Palliser Avenue (South Leg) - 2nd MH West of Mount Royal Road to 1st MH West of Mount Royal Road
12518	Plinguet Street - MH at Laurier Street to Node at Dawson Road
12519	Portage Avenue East - 1st MH West of Westbrook Street to Westbrook Street
12520	Portage Avenue - MH at Sumach Street to 1st MH East of Sumach Street
12521	Royal Salinger Road - Outlet at Fermor Avenue to MH at Niakwa Road
12522	Sherbrook Street - 2nd MH North of Portage Avenue to 3rd MH North of Portage Avenue
12523	Smith Street - MH at Broadway to 1st MH South of Broadway
12524	Spence Street - 3rd MH South of St Mary Avenue to 4th MH South of St Mary Avenue
12525	St James Street - 2nd MH West of Saskatchewan Avenue to 1st MH West of Saskatchewan Avenue
12526	University Crescent - 1st MH North of Thatcher Drive to MH at Thatcher Drive
12527	Victor Street - Ellice Avenue to 1st MH North of Ellice Avenue
12529	William Avenue - MH at Hargrave Street
12530	Winakwa Road - MH at Speers Road Centreline to MH at Speers Road West Property
12531	Miscellaneous Details

#### E2. PROVISIONAL ITEMS

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

E2.2 The Contractor shall not perform Work included in Provisional Items without prior authorization from the Contract Administrator. All work included in the Provisional Items will be carried out within the construction areas shown on the Drawings.

E2.3 Notwithstanding C7, the City reserves the right to diminish all or any portion of the Items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

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

E3.1 Take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area. Contact the City of Winnipeg Forestry Branch at 986-2004 if you require further information on these specifications:

- (a) For trees greater than 100 mm in diameter, attach wood strapping material having a minimum thickness of 25 millimetres and minimum length of 2440 millimetres around tree trunks in a manner that will not harm the trees. Do not use nails or other fasteners that penetrate into trees. The width of strapping should suit the size of the tree being protected. Length of strapping may be reduced to suit tree being protected as approved by the Contract Administrator.
- (b) For trees less than 100 mm in diameter, install snow fencing around the tree to a 2.0 meter radius complete with installation hardware. The 2.0 meter radius of the snow fencing may be reduced to suit the tree being protected as approved by the Contract Administrator.
- (c) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of the trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposit on areas where trees are located.
- (d) Repair, replace and maintain tree protection material during construction of the Work.
- (e) Remove snow fencing and strapping material without construction and restoration work is complete.

E3.2 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.

E3.3 Excavate in a manner to minimize damage to root systems. Keep exposed roots in excavations and trenches moist or shaded.

E3.4 Prune exposed roots with equipment such as trenchers, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end.

E3.5 Take precautions to ensure tree limbs overhanging the Site are not damaged by construction equipment. Consult the Forestry Branch on pruning of overhanging or damaged limbs and branches and other unanticipated problems with trees during construction of the Works.

E3.6 Elm trees are not to be pruned between April 1st and August 1st under provisions of The Dutch Elm Disease Act.

E3.7 All damage to existing trees caused by the Contractor's activities shall be repaired as required by the Contract Administrator and the Forestry Branch. Damages must be repaired by an individual with a Manitoba Arborist license or by the Forestry Branch.

E3.8 The Forestry Branch will remove and replace any trees deemed to have died or that are dying due to damage from carelessness during construction. Removal and replacement costs will be determined by size and market price. The market price will be a comparable transplantable tree of the same or different species or may be the appraised value of the existing tree, as determined by an evaluation procedure presently used by Forestry Branch in conjunction with

City Claims Branch. The evaluation procedure is in accordance with current International Society of Arboriculture evaluation procedure.

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

#### **E4. CONNECTING TO EXISTING WATER SERVICES**

- E4.1 This specification shall amend clause 4.22 of CW 2110.
- E4.2 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.

#### **E5. FULL DEPTH PARTIAL PATCHES**

- E5.1 Construct full depth partial slab patches in accordance with CW 3230.
- E5.2 Full depth partial slab patches shall be measured on an area basis and paid for at the Contract Unit price per square meter for "Partial Slab Patches" for each type of pavement.
- E5.3 No differentiation will be made for class of patch.
- E5.4 No separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices for "Partial Slab Patches".

#### **E6. MISCELLANEOUS CONCRETE SLAB RENEWALS-SIDEWALKS**

- E6.1 Construct miscellaneous concrete slab renewals in accordance with CW 3235. Miscellaneous Concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the Contract Unit Price per square metre for "Miscellaneous Concrete Slab Renewals – Sidewalk" in Form B of the Bid Submission.

#### **E7. CONCRETE CURB RENEWALS**

- E7.1 Construct concrete curb renewal in accordance with CW 3240. Concrete curb renewal shall be measured on a length basis and paid for at the Contract Unit Price per metre for "Concrete Curb Renewal" in Form B of the Bid Submission.

#### **E8. TEMPORARY SURFACE RESTORATIONS**

- E8.1 Further to clause 3.3 of CW 1130, the Contractor shall temporarily restore surfaces as follows:
- (a) backfill and level boulevards and grassed areas to match existing surface elevations,
  - (b) cap excavations in street pavement with a 100 millimetre thick layer of "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310,
  - (c) cap excavations in sidewalk pavement with a 50 millimetre thick layer of "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310,
  - (d) insulate temporary concrete where required during 24hr curing period,
  - (e) where curb has been removed as part of the pavement cut pour temporary curb using "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310.
  - (f) remove all temporary pavements prior to permanent restorations.

- E8.2 The Contractor shall monitor and maintain temporarily restored surfaces as required until permanent restoration is complete.
- E8.3 If, in the opinion of the Contract Administrator, temporarily restored surfaces are not being adequately maintained or were not properly constructed and pose a danger to the public, maintenance or reconstruction will be done by the City forces with no advance notification the Contractor.
- E8.4 All costs associated with the maintenance or reconstruction of temporary pavement incurred by the City shall be deducted from future payments to the Contractor.
- E8.5 Temporary surface restorations shall be measured on an area basis and paid for at the contract unit price for "Temporary Surface Restorations", "a) street pavement" or "b) sidewalk". The area to be paid for shall be the total number of square metres of street pavement or sidewalk temporarily restored, accepted and measured by the Contract Administrator.
- (a) No measurement or payment will be made for the temporary restoration of barrier or lip curb.
  - (b) No measurement or payment will be made for the temporary restorations of boulevards and grassed areas.
  - (c) No measurement or payment will be made for the removal of temporary pavement prior to permanent restoration.

## **E9. BACKFILL UNDER TEMPORARY SURFACE RESTORATIONS**

- E9.1 Use class 2 back fill in excavation under temporary street pavement and sidewalk where Class 3 backfill cannot be jetted and flooded due to cold weather.
- E9.2 Class 2 backfill may be compacted in 600 mm lifts where backhoe operated pneumatic plate compactors are used.
- E9.3 Jet and flood Class 3 and Class 5 backfilled excavations in spring when ground is not frozen prior to permanent restoration.
- E9.4 No extra payment will be made for the installation of Class 2 backfill under temporary street pavement and sidewalk.

## **E10. SNOW CLEARING**

- E10.1 All required snow clearing shall be performed by the Contractor at their own expense.
- E10.2 The Contractor will be required to perform snow clearing and sanding operations on City streets and sidewalks within the Site where access to City snow clearing and sanding crews is blocked due to construction activities or where construction activities have created unsafe, icy conditions.
- E10.3 Snow built-up on sidewalks and roadway shall be maintained to the condition of the surrounding sidewalks and roadways.

## **E11. VIDEO INSPECTION OF SERVICES WITHIN LIMITS OF REPAIR**

- E11.1 With the Contract Administrator present, provide video inspection from the sewer main to property line of the sewer service within the limits of online sewer repairs and renewals to determine if service renewal is required.
- E11.2 Video inspection must:
- (a) have an image quality such that an accurate assessment of the sewer service condition can be made.
  - (b) have a distance counter visible on the screen.

E11.3 Video inspection of sewer services shall be measured on a length basis and paid for at the Contract Unit Price per metre for "Sewer Service Inspection" for all sizes and types of sewer service. The length to be paid for shall be the total number of metres of sewer services inspected, accepted and measured by the Contract Administrator which price shall be payment in full for performing all operations herein described and all other items incidental to the video inspection of sewer services.

## **E12. RE-ROUTING OF EXISTING WATER SERVICES**

E12.1 No separate measurement or payment will be made for Re-Routing water services, the cost for which shall be included in the prices for "Sewer Repair".

E12.2 Any water service that cannot be re-routed without the use of unions shall instead be renewed from water main to property line, and will be paid for at the contract unit prices in accordance with CW2110.

## **E13. ASPHALT CONCRETE PATCHES TYPE 1A**

E13.1 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".

E13.2 Asphalt patches are to be constructed as shown below:

- (i) 300 mm of Crushed 50 mm Limestone Sub Base
- (ii) 50 mm of Crushed 20 mm Limestone Base
- (iii) 100 mm of Type 1A Asphaltic Concrete, Compacted in 50 mm lifts

## **E14. SEWER STABILIZATION**

E14.1 DESCRIPTION

E14.1.1 Sewer stabilization shall mean the internal repair of sewers and manholes by man entry techniques. Repairs are varied and may consist of holes in sewers with voids, missing bricks in sewers, obstructions and manhole base or riser repairs. Videos of the proposed repairs are available upon request but are only accurate as of the date of their recording and may not be representative of the current condition.

E14.1.2 The scope of work involved in sewer stabilization is as follows:

- (a) Secure the site and provide temporary traffic control;
- (b) Obtain all necessary underground clearances
- (c) Conduct a hazard assessment, including identification and evaluation;
- (d) Develop a safe work plan;
- (e) Implement the necessary procedures and controls to control hazards and maintain a safe working environment
- (f) Enter the manhole/sewer and perform the required repairs.
- (g) Clean-up the site.

E14.2 MATERIALS

E14.2.1 Concrete

- (a) Concrete for large internal repairs to concrete and brick sewers and manholes and internal void filling shall be in conformance with Table CW 2160.1, Type B.

- (b) Patching and grouting of repairs to concrete and brick sewers and manholes shall be with a fast hardening high strength concrete repairing compound designed for underwater use, Duro-Crete by C Chemicals or approved equal in accordance with B7.
- (c) Flowable cement-stabilized fill for external void filling from the ground surface shall be in conformance with Table CW 2160.1, Type D.

#### E14.3 CONSTRUCTION METHODS

##### E14.3.1 Hazard Assessment

- (a) In conjunction with securing the site and obtaining underground clearances, the Contractor shall conduct a hazard assessment for each site requiring a stabilization repair. The assessment shall identify and evaluate the hazards, including but not be limited to review of the following as it pertains to the work to be performed:
  - (i) nature of the defect;
  - (ii) location of the defect in the sewer/manhole;
  - (iii) structural condition and amount of debris in the remaining sewer/manhole;
  - (iv) condition of the manholes up and downstream of the required repair;
  - (v) atmospheric conditions in the manholes up and downstream of the required repair;
  - (vi) condition of adjacent downstream sewers;
  - (vii) flow in the sewer.
- (b) The hazard assessment shall be based on the Contractor's review of video for the sewer(s) and site inspection of the manholes, sewers and external conditions. Prior to the inspection, the Contractor shall conduct the necessary atmospheric monitoring of the affected manholes and sewers to establish acceptable entry conditions.
- (c) Based on the results of the hazard assessment the Contractor shall determine if they can perform the stabilization repairs in a safe manner. If the Contractor decides to proceed with the internal repairs they shall prepare a Safe Work Plan in accordance with E12.3.2 complete with the necessary controls and procedures required to maintain a safe working environment for the repair. Otherwise they shall notify the Contract Administrator and jointly the Contractor and the Contract Administrator shall review the nature of the defect and determine if an external point repair shall be performed in accordance with CW2130.

##### E14.3.2 Safe Work Plan

- (a) Subsequent to performing a hazard assessment the Contractor shall develop a safe work plan to address the potential hazards associated with each site. In addition to addressing the potential hazards the safe work plan shall address but not be limited to the following:
  - (i) guidelines for confined space entry work established by The Manitoba Workplace Safety and Health Act;
  - (ii) provision for emergency response;
  - (iii) training and duties for entry personnel;
  - (iv) rescue and emergency services;
  - (v) requirement for purging, ingesting, flushing and/or continuous ventilation to eliminate or control atmospheric hazards;
  - (vi) requirement for and provision of supplied air;
  - (vii) communication between members of the repair crew in the pipe and on the ground's surface;
  - (viii) current and forecasted weather conditions;

- (ix) isolating the workspace by plugging of upstream sewers and monitoring of upstream flow levels;
  - (x) provision of back-up equipment;
  - (xi) method of ingress into the sewer;
  - (xii) method of egress out of the sewer – forward and backwards.
- (b) The Contactor shall not enter the sewer or manholes to begin the work until they have completed a hazard assessment and safe work plan for the specific repair and reviewed the plans with their designated safety officer for acceptance. The safe work plan procedures and practices shall conform to all federal, provincial and municipal codes, regulations and guidelines including Manitoba Labour “Guidelines for Confined Space Entry”.

#### E14.3.3 Equipment Set Up

- (a) In accordance with the safe work plan for the repair, the Contractor shall set up the required safety equipment and controls to safely perform the work.
- (b) Specialized equipment to perform the repair work, such as lights, pressure washers, drills and chipping hammers shall in no way adversely affect the operation of the safety equipment required to perform the work.
- (c) Subsequent to completion of the repairs the Contractor shall remove all equipment from the sewers and manholes.

#### E14.3.4 Enter the Manhole and Sewer

- (a) The Contractor shall enter the manhole/sewer and complete the work in accordance with their safe work plan and requirements for the repair contained herein.
- (b) If at any time during the repair the attendant and/or Contractor believes they cannot safely perform the work they shall immediately stop the work and evacuate the sewer and manholes. The Contractor shall re-assess their safe work plan considering the reason for the work stoppage. The work shall only be resumed when the Contractor has deemed it safe to return by completing a re-assessment and safe work plan revision, where necessary.
- (c) If the Contractor deems the work cannot be safely completed by internal stabilization they shall notify the Contract Administrator and jointly the Contractor and the Contract Administrator shall review the nature of the defect and determine if an external point repair shall be performed in accordance with CW 2130.

#### E14.3.5 Internal Sewer Repairs

- (a) The Contractor shall repair the sewer fabric to restore the structural integrity of the sewer and provide a smooth flow surface conforming to the adjacent sewer/manhole cross-section and materials.
- (b) Large concrete repairs shall include a reasonable and limited level of surface preparation, including removal of unsound material and cleaning of the edges of the repair area, and setting of the required formwork and bracing. Concrete placement and finishing shall be done in accordance with CW 2160. All formwork and bracing shall be removed from the sewer/manhole at the completion of the work.
- (c) Concrete patching shall include a reasonable and limited level of surface preparation, including removal of unsound material and cleaning of the edges of the repair area. The Contractor shall apply the patching material in accordance with the manufacturer’s printed instructions.
- (d) Small voids in the backfill shall be filled with concrete or other approved material from the inside of the sewer prior to repairing the sewer fabric or by pressure grouting after completion of the repairs. The void shall be completely filled to prevent settlement of the backfill.
- (e) Pressure grouting shall be done in accordance with the manufacturer’s printed instructions.

#### E14.3.6 Internal Manhole Repairs

- (a) Complete manhole repairs identified in the Specifications or on the Drawings in accordance with CW 2130.

#### E14.4 QUALITY CONTROL

##### E14.4.1 Repair Acceptance

- (a) Upon completion of the designated repair the Contractor shall clean and perform the post-inspection repairs.
- (b) The Contractor shall not be responsible for defects in existing un-repaired sewer lines unless those defects are a direct result of the Contractor's operation.

##### E14.4.2 Correction of Deficiencies

- (a) The Contractor shall correct deficiencies found in the sewer repair at their own cost including the cost of re-cleaning and re-inspection to confirm that the deficiencies are rectified in accordance with these specifications.

#### E14.5 MEASUREMENT AND PAYMENT

##### E14.5.1 Hazard Assessment and Safe Work Plan

- (a) Performing a hazard assessment and preparing a Safe Work Plan will not be measured for separate payment.

##### E14.5.2 Internal Sewer Repairs

- (a) Concrete patching of sewer walls and invert up to 1.0 metre in length will be measured and paid for on a unit basis and paid for at the Contract Unit Price for "Concrete Patching – Up to 1.0 metre long". Number of units to be paid for will be total number of concrete patch repairs up to 1.0 metre long completed in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) Concrete patching of sewer walls and inverts in excess of 1.0 metre in length will be measured and paid for on a length basis for "Concrete Patching – In Excess of 1.0 metre long". Length to be paid for will be total linear metres of concrete patch repairs in addition to the initial 1.0 metre length, completed in accordance with this specification, accepted and measured by the Contract Administrator.

##### E14.5.3 Internal Manhole Repairs

- (a) Internal manhole repairs will be measured and paid for in accordance with CW 2130.

#### **E15. CONSTRUCTION OF CONCRETE COLLAR**

##### E15.1 Description

All concrete work in this project, materials and construction methods, shall be according to the Drawings, Details and this specification.

##### E15.2 Materials

###### Concrete Mix Design

Concrete mix design and steel reinforcement shall be as indicated on the Drawings and in accordance with E16 (Cast in Place Concrete Construction).

###### Cold Weather Requirements

Cold weather requirements shall be in accordance with E17 (Cold Weather Requirements).

##### E15.3 Construction Methods

Cast in place Concrete Construction

- (a) Construct cast in place concrete in accordance with CW 2160, except as supplemented, revised or amended in this specification and as indicated in the construction notes on the Drawings.
- (b) Do not use welded splices for reinforcing steel.

#### Backfill

- (a) Place and compact backfill material as indicated on the Drawings in accordance with CW 2030.
- (b) Do not place backfill material in a frozen state.
- (c) Supply heating and hoarding in accordance with CW 2160 if required to ensure material does not freeze before compaction is complete.
- (d) Notify the Contract Administrator at least one (1) full Working Day in advance of any backfilling operation. No Backfill shall be placed against concrete until approved by the Contract Administrator and in no case before field cured test cylinders show the concrete strength to be 75% of that specified.

#### Grout

- (a) Mix and apply grout in accordance with the manufacturer's instructions. Consistency to be suitable for the intended application.

### E15.4 Measurement and Payment

- (a) Construction of the concrete collar will be measured on a unit basis and paid for at the Contract Unit Price for "Items of Work" listed below. Said price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.
- (b) Cold weather requirements shall be considered incidental to the construction of cast-in-place concrete and no measurement or payment will be made for this item.

#### **Items of Work:** Construction of Concrete Collar

- a) 750 mm diameter

## E16. CAST-IN-PLACE CONCRETE CONSTRUCTION

### E16.1 Description

This specification shall cover construction of cast-in-place concrete and shall supplement, revise and amend CW 2160.

### E16.2 Materials

- (a) Concrete Design
  - (i) Proportioning of fine aggregate, coarse aggregate, cement, and water for cast-in-place concrete shall be as follows:
    - ◆ Cement Type: HS
    - ◆ Minimum Compressive Strength @ 28 days: 30 MPa
    - ◆ Maximum coarse aggregate size: 19 mm
    - ◆ Maximum Water/Cement ratio: 0.45
    - ◆ Slump (Before Plasticizing): 80 mm +/- 30 mm
    - ◆ Slump (After Plasticizing): 150 mm +/- 30 mm
    - ◆ Air entrained content: 4%-7%
  - (ii) All admixtures must be compatible and meet the following standards:
    - ◆ Air entraining agents to ASTM C260
    - ◆ Chemical admixtures (water reducing) to ASTM C494

- ◆ Type F high-range water reducing (super-plasticizing) admixture shall be used when a slump of more than 110 mm is desired.
- (b) Lean-Mix Concrete Design
  - (i) Proportioning of fine aggregate, coarse aggregate, cement, and water for lean mix concrete shall be as follows:
    - ◆ Cement Type: HS
    - ◆ Minimum Compressive Strength @ 28 days: 15 MPa
    - ◆ Slump: 80 mm
    - ◆ Air Content: nil
    - ◆ Minimum Cement Content = 240 kg/m<sup>3</sup>
    - ◆ Maximum Water/Cement Ratio = 0.49
  - (c) Grout
    - (i) Grout shall be Sika Grout 212 or approved equal in accordance with B6.
  - (d) Reinforcing Steel
    - (i) Reinforcement is new deformed billet steel bar conforming to CSA G30.18 (Latest). Grade 400.
    - (ii) Unless noted otherwise, reinforcement clear concrete cover distances shall be a minimum of:
      - ◆ 75 mm for concrete cast against earth.
      - ◆ 50 mm for all other concrete.
    - (iii) Reinforcing steel shall be clean, free of rust, dirt, loose scale, oil, grease or any material that could reduce bond with the concrete.
  - (e) Waterstop shall be SikaSwell S-2 (Hydrophilic Polyurethane Sealant) extrudable swelling waterstop or approved equivalent in accordance with B6.

### E16.3 Measurement and Payment

Cast-in-place concrete will be considered incidental to the Work listed in individual Part E specifications and shall be included in the associated price for each applicable item. No direct measurement for payment will be made for this item.

## E17. COLD WEATHER REQUIREMENTS

### E17.1 Description

- (a) Should any concrete Work be required to be carried out when the mean daily temperature is below 5°C or anticipated to be below 5°C within the next 24 hours, cold weather requirements will be specified herein.
- (b) All freshly placed concrete shall be protected from the elements and from defacements due to construction operations.

### E17.2 Construction Methods

- (a) The following are minimum requirements for protecting concrete during and after placement during freezing weather, but mere adherence to these requirements will not relieve the Contractor of the necessity for producing concrete which has not been weakened or injured by frost or freezing, or replacing such damaged Work at no additional expense to the City;
  - (i) Before any concrete is placed, all ice, snow, and frost shall be completely removed from all formwork, and other surfaces against which concrete temperatures of such surfaces raised above 7°C for twenty-four (24) hours minimum prior to concreting. Where concrete Work is to come in contact with the earth, the surface of the earth shall be completely free of frost when concrete is placed thereon.

- (ii) Concrete aggregates and water shall be heated to not over 80°C. Concrete shall be not less than 20°C or more than 30°C in temperature when deposited. Concrete when placed during freezing weather, or if freezing is anticipated during curing period, shall be fully enclosed and the temperature of same maintained at not less than 20°C for five (5) days nor less than 5°C for an additional five (5) days.
- (iii) Heating enclosures shall be strong and wind-proof, well ventilated with heating units so located as to prevent local overheating or drying of the concrete or damage from combustion gases. Only indirect fired heaters will be accepted. Units must be vented outside the enclosure. No direct fired units will be accepted.
- (iv) The Contractor shall inform the Contract Administrator well in advance as to the methods of enclosure and frost protection he proposes to employ.

### E17.3 Measurement and Payment

Cold weather requirements shall be considered incidental to the construction of cast-in-place concrete and no measurement or payment will be made for this item.

## **E18. DANGEROUS WORK CONDITIONS**

- E18.1 Further to clause C 6.24 of the General Conditions, the Contractor shall be aware that underground chambers, manholes, and sewers are considered a confined space and shall follow the "Guidelines for confined Entry Work" as published by the Manitoba Workplace Safety and Health Division.
- E18.2 The Contractor shall be aware of the potential hazards that can be encountered in gate chambers, manholes and sewers such as explosive gases, toxic gases and oxygen deficiency.
- E18.3 The air in a confined space must be tested before entry and continuously during the time that personnel are inside the space. Equipment for continuous monitoring of gases must be explosion-proof and equipped with a visible and audible alarm. The principal tests are for oxygen deficiency, explosion range and toxic gases. Testing equipment must be calibrated in accordance with manufacturer's specifications.
- E18.4 The Contractor shall ventilate all confined spaces including underground chambers, tunnels, pipes and shafts as required and approved by the Manitoba Workplace Safety and Health Act (the "Act"). If no ventilation is supplied, a Worker must wear a respirator or supplied air to enter the confined space.
- E18.5 Workers must wear a respirator or supplied air at all times when entering a chamber, manhole or sewer where live sewage is present.
- E18.6 The Contractor shall provide a photoionization detector (PID) on Site at all times to monitor potential hydrocarbon vapours in the confined spaces. The gas detector and safety equipment conforming to the Act shall be made available to the Contract Administrator for his use during inspections. In addition, the Contract Administrator shall collect discrete air samples for laboratory analysis.
- E18.7 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.

## **E19. EXPLORATION OF EXISTING UTILITIES AND SERVICES**

### E19.1 General

- (a) This specification covers the soft dig exploration of existing buried utilities within the project Sites for the Current Project.

- (b) Further to CW 1120, the Contractor shall perform exploratory excavations by soft dig methods or other methods suitable to the Contract Administrator to verify and locate buried utilities including, but not limited to, sewers, sewer services, feeder mains, watermains, water services, hydrant leads, gas, power and telecommunications ducts and conduits, traffic signal conduits, street lighting and other communication cables.

#### E19.2 Execution

- (a) The on Site exploration shall be done following all utility location surveys and a minimum of four (4) Working Days prior to trenchless sewer construction along the road segment in question. The information obtained will determine if an alternate vertical or horizontal alignment of the proposed sewer may be beneficial to minimize conflicts with the existing utilities or services.
- (b) All proposed dig locations must be clearly identified and submitted to the Contract Administrator prior to utility exploration Work beginning.
  - (i) The Contract Administrator may add additional locations.
- (c) The Contractor shall arrange for all required utility locations, safety watches and other required notifications.
- (d) The Contractor shall provide a minimum of two (2) Business Days' notice to the Contract Administrator prior to conducting utility exposures.
- (e) The Contractor shall arrange for any required traffic control to be set up in advance of the Work and notify the Contract Administrator to arrange for lane closures as required.
- (f) The Contractor shall use soft digging equipment (i.e. hydro-excavator) to expose the utility under investigation.
- (g) The Contractor shall record the depth of the utility and provide this information to the Contract Administrator.
- (h) The Contractor is responsible for backfill and restoration of all soft dig locations.

#### E19.3 Measurement and Payment

- (a) Any exploration of existing utilities and services within the Work Sites along the path of the pipe renewals, at shafts, service connections, or any other construction activities associated with 2020 Sewer Renewals and EPRs (Contract 1) whether explicitly shown on the Drawings or not, are the responsibility of the Contractor and are incidental to the cost of the sewer service renewals, sewer renewals and external point repairs.

### **E20. SEWER CLEANING (PLINGUET ST.)**

#### E20.1 Execution

- (a) Existing blockage in 300 Combined Sewer to be removed with man entry access through 2700x1800 concrete CS and by inserting pressure cleaning equipment. The Contractor shall be aware that underground chambers, manholes, and sewers are considered a confined space and shall follow the "Guidelines for Confined Entry Work" as published by the Manitoba Workplace Safety and Health division. All required protective equipment and techniques shall be in place for the man entry access and sewer cleaning process.

#### E20.2 Measurement and Payment

- (a) Cleaning of the sewer will be measured on a length basis for each size and type of sewer and paid for at the Contract Unit Price for "Sewer Cleaning".

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
  - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 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) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or .
  - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- 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.