



THE CITY OF WINNIPEG

TENDER

TENDER NO. 386-2020

FERRY ROAD AND RIVERBEND COMBINED SEWER RELIEF CONTRACT 7B

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FERRY ROAD AND RIVERBEND COMBINED SEWER RELIEF CONTRACT 7B

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 18, 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 D4.1.

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.
- 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 D4.

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.
- 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 D35. Any such costs shall be determined in accordance with D35.
- 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.

B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.5 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.

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.

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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2020 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B19.4 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 D35 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.5 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.
- B19.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the 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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of construction of land drainage sewers, in accordance with the applicable Specifications and Drawings.

D3.2 The major components of the Work are as follows:

- (a) Construction of land drainage sewers ranging in size from 300mm to 600mm diameter, by trenchless methods.
- (b) Installation of new connections to existing catch basins and catch basin leads to new Land Drainage Sewer, abandonment of existing catch basin leads to combined sewers, and replacement of deteriorated catch basins.
- (c) Surface restoration and related works.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Tetra Tech, represented by:
Michel Levreault, C.E.T.
Contract Administrator

Telephone No. 204-981-4467
Email Address michel.levreault@tetrattech.com

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

D5. CONTRACTOR'S SUPERVISOR

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

D6. NOTICES

D6.1 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.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3

or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

- D6.3 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

D7. FURNISHING OF DOCUMENTS

- D7.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. SAFE WORK PLAN

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

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D10.2 Deductibles shall be borne by the Contractor.

- D10.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.
- D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11. CONTRACT SECURITY

- D11.1 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.
- D11.2 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.
- D11.3 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 D11.1(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.

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 critical path method (C.P.M.) schedule for the Work; and
 - (b) a Gantt chart for the Work based on the C.P.M. schedule;
- all acceptable to the Contract Administrator.
- D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- (a) Commencement Date.
 - (b) Installation of Land Drainage Sewers on a street by street basis.
 - (c) Surface restoration.
 - (d) Substantial Performance.
 - (e) Total Performance.

- D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D12.5 The Contractor shall update the construction schedule prior to each bi-weekly construction site meeting for review and discussion at the meetings

D13. SUBCONTRACTOR LIST

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, if applicable.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 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.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the contract security specified in D11;
 - (vi) the detailed work schedule specified in D12; and
 - (vii) the Subcontractor list specified in D13.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D15. WORKING DAYS

- D15.1 Further to C1.1(tt), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D15.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D15.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D15.4 The Contract Administrator will furnish the Contractor with a bi-weekly record for each major type of work and Working Days charged. This record will be provided at regular site meetings.

D15.5 Further to C1.1(tt) "Working Day", works proposed to be completed on Saturday/Sunday are to be approved by the Contract Administrator and will be considered a working day where meeting requirements as outlined in this General Condition.

D16. SPRINGTIME WORKING CONDITIONS

D16.1 Further to D15.1, the operation of machinery for the construction of sewers or surface restoration on existing streets in fair or poor condition during the spring thaw and drying period has the potential to cause considerable damage to these streets. If the Work has commenced and is underway, but in the opinion of the Contract Administrator the working conditions are detrimental to pavements or other infrastructure, the works shall be temporarily stopped and deferred to a later time of year.

D16.2 No Working Days will be charged during the temporary work stoppage period.

D16.3 No demobilization, remobilization or standby equipment costs may be charged due to the temporary work stoppage period.

The Contract Administrator will monitor the working conditions during the temporary stoppage and provide notice to the Contractor that site conditions are suitable to resume work. The Contractor shall resume work within seven (7) days of receipt of notice, after which time Working Days shall be charged

D17. SUBSTANTIAL PERFORMANCE

D17.1 The Contractor shall achieve Substantial Performance within 65 (sixty-five) consecutive Working Days of the commencement of the Work as specified in D14 or by November 1, 2020, whichever comes first.

D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D17.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D18. TOTAL PERFORMANCE

D18.1 The Contractor shall achieve Total Performance within 75 (seventy-five) consecutive Working Days of the commencement of the Work as specified in D14 or by June 15, 2021, whichever comes first.

D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D18.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D19. LIQUIDATED DAMAGES

D19.1 If the Contractor fails to achieve, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the

following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – one thousand five hundred dollars (\$1500);
- (b) Total Performance – one thousand dollars (\$1000).

D19.2 The amounts specified for liquidated damages in D19.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Substantial Performance or Total Performance by the days fixed herein for same.

D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. COVID-19 SCHEDULE DELAYS

D20.1 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.

D20.2 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.

D20.3 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.

D20.4 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 D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D20.5 The Work schedule, including the durations identified in D17 to D18 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.

D20.6 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.

D20.7 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.

D21. WORKS BY OTHERS

D21.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Land Drainage installation on Ferry Road, as part of another Water and Waste Department contract.
- (b) Potential preparation work for a year 2021 mill and fill on Portage Avenue between Woodlawn Street and the Century Street overpass.

D22. COOPERATION WITH OTHERS

D22.1 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 the personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of this contract.

D23. SCHEDULED MAINTENANCE

D23.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Sodding as specified in CW 3510;
- (b) Restoration works that cannot be completed due to seasonal working conditions will be completed as specified in D16;

D23.2 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

D24. JOB MEETINGS

D24.1 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.

D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D25.1 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).

D26. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D26.1 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.

D27. ENVIRONMENTAL PROTECTION PLAN

D27.1 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the Environmental Protection Plan as herein specified.

D27.2 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work:

- (a) Federal
 - (i) Canadian Environmental Assessment Act (CEAA), 1992 c.37;
 - (ii) Canadian Environmental Protection Act (CEPA) c.16;
 - (iii) Fisheries Act, 1985 c.F-14;
 - (iv) Transportation of Dangerous Goods Act and Regulations, c.34;
 - (v) Transportation Association of Canada's Transportation Association of Canada National Guide to Erosion and Sediment Control on Roadway Projects, 2005;
 - (vi) Navigable Waters Protection Act; and
 - (vii) Any other applicable Acts, Regulations, and By-laws.
- (b) Provincial
 - (i) The Dangerous Goods Handling and Transportation Act, D12;
 - (ii) The Endangered Species Act, c.E111;
 - (iii) The Environment Act, c.E125;
 - (iv) The Fire Prevention Act, c.F80;
 - (v) The Heritage Resources Act, c.H39.1;
 - (vi) The Noxious Weeds Act , c.N110;
 - (vii) The Nuisance Act, c.N120;
 - (viii) The Pesticides Regulation, M.R. 94/88R
 - (ix) The Public Health Act, c.P210;
 - (x) The Water Protection Act, c.W65;
 - (xi) The Workplace Safety and Health Act W210;
 - (xii) Current applicable Associated Regulations;
 - (xiii) The Manitoba Stream Crossing Guidelines for the Protection of Fish and Fish Habitat, Manitoba National Resources, 1996.; and
 - (xiv) Any other applicable Acts, Regulations, and By-laws.
- (c) Municipal
 - (i) The City of Winnipeg Neighbourhood Liveability By-law No. 1/2008;
 - (ii) The City of Winnipeg By-law No. 1573/77 and all amendments up to and including 7670/2000;
 - (iii) City of Winnipeg Best Management Practices for Activities In and Around the City's Waterways and Watercourses, City of Winnipeg 2005;
 - (iv) The City of Winnipeg Motor Vehicle Noise Policies and Guidelines;
 - (v) The City of Winnipeg By-law No. 2480/79 and all amendments up to and including 7976/2000; and
 - (vi) Any other applicable Acts, Regulations, and By-laws.

D27.3 The Contractor is advised that the following environmental protection measures apply to the Work.

- (a) Materials Handling and Storage
 - (i) Storage on construction materials shall be confined to the defined laydown areas as shown on the Contract Drawings or at a location approved by the Contract Administrator.
 - (ii) Construction materials shall not be deposited or stored on or near watercourses unless written acceptance from the Contract Administrator is received in advance.
 - (iii) Construction materials and debris shall be tied down or secured if severe weather and high wind velocities are forecasted. Work shall be suspended during extreme high wind conditions.
 - (iv) Construction materials and debris shall be prevented from entering watercourses. In the event that materials and/or debris inadvertently enter the land drainage system,

the Contractor will be required to remove the material to an appropriate landfill or storage facility and restore the watercourse to its original condition.

(b) Fuel Handling and Storage

- (i) The Contractor shall obtain all necessary permits from Manitoba Conservation and Water Stewardship for the handling and storage of fuel products and shall provide copies to the Contract Administrator.
- (ii) All fuel handling and storage facilities shall comply with The Dangerous Goods and Transportation Act Storage and Handling of Petroleum Products Regulation and any local land use permits.
- (iii) Fuels, lubricants, and other potentially hazardous materials as defined in The Dangerous Goods and Transportation Act shall be stored and handled within the approved storage areas.
- (iv) In accordance with Section 2.5 (Construction: General Guidelines) of the Manitoba Stream Crossing Guidelines for the Protection of Fish and Fish Habitat, (DFO and DNR, 1996), the Contractor shall ensure that any temporary fuel storage areas established for construction of the project are contained by an impermeable dike and are located a minimum distance of 100 metres away from the high water line of the Red River. Dikes shall be designed, constructed, and maintained to retain not less than 100% of the capacity of the total number of containers or 110% of the largest container, whichever is greatest. The dikes shall be constructed of clay or similar impervious material. If this type of material is not available, the dike shall be constructed of locally available material and lined with high density polyethylene (HDPE). Furthermore, the fuel storage area(s) shall be secured by a barrier such as a high fence and gate to prevent vandalism.
- (v) The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.
- (vi) Products transferred from the fuel storage area(s) to specific Work Sites shall not exceed the daily usage requirement.
- (vii) When servicing requires the drainage or pumping of fuels, lubricating oils or other fluids from equipment, a groundsheet of suitable material (such as HDPE) and size shall be spread on the ground to catch the fluid in the event of a leak or spill.
- (viii) Washing, refuelling, and servicing of machinery and storage of fuel and other materials for the machinery shall take place at least 100 metres from a watercourse to prevent deleterious substances from entering the water.
- (ix) The area around storage sites and fuel lines shall be distinctly marked and kept clear of snow and debris to allow for routine inspection and leak detection.
- (x) A sufficient supply of materials, such as absorbent material and plastic oil booms, to clean up minor spills shall be stored nearby on Site. The Contractor shall ensure that additional material can be made available on short notice.
- (xi) Machinery shall arrive on Site in a clean condition and shall be maintained to be free to fluid leaks.
- (xii) A sufficient supply of materials, such as absorbent material and plastic oil booms, to clean up minor spills shall be stored nearby on Site. The Contractor shall ensure that additional material can be made available upon short notice. Additionally, appropriate staff on Site shall be trained for proper handling of deleterious liquids (i.e. fuelling) and trained in preventing and cleaning up minor spills.

(c) Waste Handling and Disposal

- (i) The Construction area shall be kept clean and orderly at all times during and at completion of construction.
- (ii) At no time during Construction shall personal or construction waste be permitted to accumulate for more than one day at any location on the construction Site, other than at a dedicated storage area as may be approved by the Contract Administrator.
- (iii) The Contractor shall, during and at the completion of construction, clean-up the construction area and all resulting debris shall be deposited at a Waste Disposal

Ground operating under the authority of Manitoba Regulation 150/91. Exceptions are liquid industrial and hazardous wastes which require special disposal methods (refer to Section 30.5D).

- (iv) On Site volumes of sewage and/or septage will be removed on a weekly basis.
 - (v) The Contractor shall ensure sewage, septage, and other liquid wastes generated on Site are handled and disposed of by a certified disposal contractor.
 - (vi) Indiscriminate dumping, littering, or abandonment shall not take place.
 - (vii) No on-Site burning of waste is permitted.
 - (viii) Waste storage areas shall not be located so as to block natural drainage.
 - (ix) Runoff from a waste storage area shall not be allowed to cause siltation of a watercourse.
 - (x) Waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.
 - (xi) Equipment shall not be cleaned near watercourses; contaminated water from onshore cleaning operations shall not be permitted to enter watercourses.
- (d) Dangerous Goods/Hazardous Waste Handling and Disposal
- (i) Dangerous goods/hazardous waste are identified by, and shall be handled according to, The Dangerous Goods Handling and Transportation Act and Regulations.
 - (ii) The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.
 - (iii) The Contractor shall have on Site staff that is trained and certified in the handling of the dangerous/hazardous goods, when said dangerous/hazardous goods are being utilized on Site for the performance of the Work.
 - (iv) Different waste streams shall not be mixed.
 - (v) Disposal of dangerous goods/hazardous wastes shall be at approved hazardous waste facilities.
 - (vi) Liquid hydrocarbons shall not be stored or disposed of in earthen pits on Site.
 - (vii) Used oils shall be stored in appropriate drums or tankage until shipment to waste oil recycling centres, incinerators, or secure disposal facilities approved for such wastes.
 - (viii) Used oil filters shall be drained, placed in suitable storage containers, and buried or incinerated at approved hazardous waste treatment and disposal facilities.
 - (ix) Dangerous goods/hazardous waste storage areas shall be located at least 107 metres away from the edge of the water line for normal summer water levels and be diked.
 - (x) Dangerous goods/hazardous waste storage areas shall not be located so as to block natural drainage.
 - (xi) Runoff from a dangerous goods/hazardous waste storage areas shall not be allowed to cause siltation of a watercourse.
 - (xii) Dangerous goods/hazardous waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.
- (e) Emergency Response
- (i) The Contractor shall ensure that due care and caution is taken to prevent spills.
 - (ii) The Contractor shall report all major spills of petroleum products or other hazardous substances with significant impact on the environment and threat to human health and safety (as defined in Table 1 below) to Manitoba Environment, immediately after occurrence of the environmental accident, by calling the 24-hour emergency phone number (204) 945-4888.

- (iii) The Contractor shall designate a qualified supervisor as the on-Site emergency response coordinator for the project. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill.
- (iv) The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-Site emergency response coordinator:
 - (i) Notify emergency-response coordinator of the accident:
 - ◆ Identify exact location and time of accident;
 - ◆ Indicate injuries, if any;
 - ◆ Request assistance as required by magnitude of accident (Manitoba Environment 24-hour Spill Response Line (204) 945-4888, Police, Fire Department, Ambulance, company backup).
 - (ii) Attend to public safety:
 - ◆ Stop traffic, roadblock/cordon off the immediate danger area;
 - ◆ Eliminate ignition sources;
 - ◆ Initiate evacuation procedures if necessary;
 - (iii) Assess situation and gather information on the status of the situation, noting:
 - ◆ Personnel on Site;
 - ◆ Cause and effect of spill;
 - ◆ Estimated extent of damage;
 - ◆ Amount and type of material involved; and
 - ◆ Proximity to waterways, sewers, and manholes.
 - (iv) If safe to do so, try to stop the dispersion or flow of spill material:
 - ◆ Approach from upwind;
 - ◆ Stop or reduce leak if safe to do so;
 - ◆ Dyke spill material with dry, inert absorbent material or dry clay soil or sand;
 - ◆ Prevent spill material from entering waterways and utilities by diking;
 - ◆ Prevent spill material from entering manholes and other openings by covering with rubber spill mats or diking; and
 - ◆ Resume any effective action to contain, clean up, or stop the flow of the spilled product.
 - (v) The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to Manitoba Environment according to The Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.
 - (vi) When dangerous goods are used on Site, materials for containment and cleanup of spill material (e.g. absorbent materials, plastic oil booms, and oversized recovery drums) shall be available on Site.
 - (vii) Minor spills of such substances that may be contained on land with no significant impact on the environment may be responded to with in-house resources without formal notification to Manitoba Environment.
 - (viii) City emergency response, 9-1-1, shall be used if other means are not available.
- (v) The on-site emergency response coordinator shall contact The Canadian Coast Guard, Selkirk (204) 785-6030, if the spill material reaches and is on or in the Red or Assiniboine Rivers.

TABLE 1 SPILLS THAT MUST BE REPORTED TO THE MANITOBA CONSERVATION AS ENVIRONMENTAL ACCIDENTS		
Classification	Hazard	Reportable quantity/level
1	Explosives	All
2.1	Compressed Gas (Flammable)	100 L*
2.2	Compressed Gas	100 L*
2.3	Compressed Gas (Toxic)	All
2.4	Compressed Gas (Corrosive)	All
3	Flammable Liquids	100 L
4	Flammable Solids	1 Kg
5.1	PG** I & II Oxidizer	1 kg or 1 L
	PG** III Oxidizer	50 kg or 50 L
5.2	Organic Peroxide	1 kg or 1 L
6.1	PG** I & II Acute Toxic	1 kg or 1 L
	PG** III Acute Toxic	5 kg or 5 L
6.2	Infectious	All
7	Radioactive	Any discharge or radiation level exceeding 10 mSv/h at the package surface and 200 uSv/h at 1 m from the package surface
8	Corrosive	5 kg or 5 L
9.1	Miscellaneous (except PCB mixtures)	50 kg
9.2	PCB Mixtures	500 g
9.3	Aquatic Toxic	1 kg or 1 L
9.4	Wastes (chronic toxic)	5 kg or 5 L
* Container capacity (refers to container water capacity)		
** PG = Packing Group(s)		

Source: Environmental Accident Reporting Regulation M.R. 439/87

- (f) Noise and Vibration
 - (i) Noise-generating activities shall be limited to the hours indicated in the City of Winnipeg Noise Bylaw, and the Province of Manitoba Environment Act Licence, unless otherwise accepted in advance by the Contract Administrator.
 - (ii) The Contractor shall be responsible for scheduling Work to avoid potential noise problems and/or employ noise reduction measures to reduce noise to acceptable limits. The Contractor shall also demonstrate to the Contract Administrator that Works to be performed during the night-time period, on Sundays, and Holidays as stated in the Licence shall not exceed the approved limit.
 - (iii) The Contractor shall locate stationary noise generating equipment (i.e. generators) away from sensitive receptors and wildlife areas.
- (g) Dust and Emissions
 - (i) Dust control practices implemented by the Contractor during construction shall include regular street cleaning and dampening of construction access roads and Work areas with water or approved chemicals at an adequate frequency to prevent the creation of dust.
 - (ii) The Contractor shall minimize construction equipment idling times and turn off machinery, when feasible.
 - (iii) Dust control practices implemented by the Contractor during construction will include regular street cleaning and dampening of construction access roads and Work areas with water or approved chemicals at an adequate frequency to prevent the creation of dust.
 - (iv) Only water or chemicals approved by the Contract Administrator shall be used for dust control. The use of waste petroleum or petroleum by-products is not permitted.

- (v) The Contractor shall ensure that trucks which are used to haul excavated material and backfill material to and from the Work Site utilize tarpaulin covers during transport to prevent material from falling onto the street and creating dust.
- (vi) Stockpiled soils shall be covered with tarpaulin covers to prevent the creation of dust.
- (h) Landscaping
 - (i) Construction waste (excluding common construction gravel, sand etc.) shall be removed to a minimum depth of 600 mm below final grade in all areas that are to be backfilled with suitable material and revegetated in accordance with Standard City Practice.
 - (ii) The Contractor shall adhere to the landscaping plan for maintenance of initial stage and development stages of the plant community.
- (i) Construction Traffic
 - (i) Workforce parking shall be limited to the areas designated for such as detailed in the Contract Documents, or as otherwise may be directed by the Contract Administrator.
 - (ii) The Contractor shall adhere to the Standard Provisions of the Standard Construction Specifications, and of the Manual of Temporary Traffic Control in Work Areas on City Streets of The City of Winnipeg, Works & Operations Division.
 - (iii) The Contractor's laydown area, construction Site and access road shall be fenced and gated to secure the Site and materials and to discourage pedestrian entrance to construction area and to control any potential hazard to the public, particularly children.
 - (iv) For circumstances where the Contract Administrator has accepted Site access of special equipment or material, the Contractor shall provide adequate flagmen for traffic control in the vicinity of any public buildings.

D28. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS

D28.1 Further to clauses 3.6 and 3.7 of CW 1130:

- (a) Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planning drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW 3410.
- (b) In accordance with the Manual of Temporary Traffic Control in Work Areas on City Streets, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.

D28.2 Further to Section 3.7 of CW 1130 of the Site Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times during construction as follows:

- (a) Residential Streets including Roseberry Street, Parkview Street, and Riveroaks Drive:
 - (i) Maintain one lane of traffic with streets signed as "Road Closed – Local Traffic Only".
- (b) Other Residential Streets and back lanes:
 - (i) Maintain full access;
- (c) Intersecting streets, private approach and lane access shall be maintained at all times.

D28.3 The Contractor shall be responsible for all signage including but not limited to lane diversions, lane divisions, and general construction barricades, except for that signage identified in the Manual of Temporary Traffic Control in Work Areas on City Streets as being the responsibility of the Public Works Department, Traffic Services Branch. The Contractor will provide the City and

Contract Administrator a suitable Traffic Accommodation Strategy covering all the details for traffic management (cones and signage etc.) in each street at least seven (7) business days prior to commencement of any lane closures.

- D28.4 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
- D28.5 If the Contractor is unable to maintain an existing access to a residence or business, review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- D28.6 Pedestrian and emergency vehicle access must be maintained at all times.

D29. TRAVEL ROUTES, RESTRICTIONS AND CONTRACTOR PARKING

- D29.1 Further to CW 1130 clause 3.5, equipment and truck travel routes are limited to the following streets:
- (a) Portage Avenue;
 - (b) Ferry Road;
 - (c) Assiniboine Avenue between Ferry Road and Riveroaks Drive.
- D29.2 Equipment and trucks may not travel on:
- (a) Back lanes;
 - (b) Collegiate Street;
 - (c) Residential streets east of Riveroaks Drive.
- D29.3 Assiniboine Avenue is part of the Active Transportation Route. Stockpiling of materials and parking of equipment will not be permitted on this street, but private and company vehicle may park on Assiniboine Avenue subject to normal parking zones.
- D29.4 Spring weight restrictions may apply to streets within the area of Work. The City shall not pay for any portion of material which results in the vehicle exceeding the maximum gross vehicle weight allowed under The City of Winnipeg Traffic By-Law, unless such vehicle is operating under special permit.
- D29.5 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.

D30. PEDESTRIAN SAFETY

- D30.1 Further to Section 3.6 of CW 1130 of the Site Requirements, 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.

D31. WATER USED ON CITY OF WINNIPEG PROJECTS

D31.1 Charges incurred for the permits and water meters shall be paid for by the Contractor when taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The Bid Opportunity number shall be noted on each permit.

D32. CONFINED SPACE ENTRY

D32.1 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ("the Act"), and the Regulations and Guidelines there-under pertaining to Confined Entry Work, and in particular the requirements for conducting hazard/risk assessment and providing personal protective equipment (PPE).

D32.2 The Contractor shall assist and provide Supplied Air Breathing Apparatus conforming to the requirements of the Act, Regulations and Guidelines for the use of the Contract Administrator where confined entry is required to allow for inspection of the Work.

MEASUREMENT AND PAYMENT

D33. PAYMENT

D33.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D34. WARRANTY

D34.1 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

- (a) Surface restoration cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D34.1.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

THIRD PARTY AGREEMENTS

D35. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D35.1 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.

D35.2 Further to D35.1, in the event that the obligations in D35 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.

D35.3 For the purposes of D35:

- (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.

D35.4 Modified Insurance Requirements

- D35.4.1 If not already required under the insurance requirements identified in D10, 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.
- D35.4.2 If not already required under the insurance requirements identified in D10, 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.
- D35.4.3 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.
- D35.4.4 Further to D10.3, 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.
- D35.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D35.5 Indemnification by Contractor

- D35.5.1 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.

D35.6 Records Retention and Audits

- D35.6.1 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.
- D35.6.2 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 D35.6.1 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.

D35.7 Other Obligations

- D35.7.1 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.
- D35.7.2 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.
- D35.7.3 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.
- D35.7.4 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 D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 386-2020

FERRY ROAD AND RIVERBEND COMBINED SEWER RELIEF CONTRACT 7B

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 D11)

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. 386-2020

FERRY ROAD AND RIVERBEND COMBINED SEWER RELIEF CONTRACT 7B

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
 - (ii) 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;

- (iii) 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;
 - (iv) 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*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
	Cover Sheet
LD-9583	Roseberry Street – Assiniboine Ave to 90m N of Assiniboine Ave
LD-9584	Roseberry Street – 90m North of Assiniboine Ave to 195m North of Assiniboine Ave
LD-9585	Roseberry Street – 195m North of Assiniboine Ave to 300m North of Assiniboine Ave
LD-9586	Roseberry Street – 300m North of Assiniboine Ave to Portage Ave
LD-9587	Parkview Street – Assiniboine Ave to 110m North of Assiniboine Ave
LD-9588	Parkview Street – 110m North of Assiniboine Ave to 235m North of Assiniboine Ave
LD-9589	Parkview Street – 235m North of Assiniboine Ave to Portage Ave
LD-9590	Riveroaks Drive – Assiniboine Avenue to 105m North of Assiniboine Avenue
LD-9591	Riveroaks Drive – 105m North of Assiniboine Ave to 235m North of Assiniboine Ave
LD-9592	Riveroaks Drive – 235m North of Assiniboine Ave to Portage Ave
LD-9627	Public Lane – 40m West of Parkview Street to 40m East of Parkview Street

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1,
- E2.1.1 Test hole logs compiled during the design process are provided in **Appendix A**.
- E2.1.2 Geotechnical Information is provided to supplement the Contractors evaluation of the Site conditions within the Work area. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally.
- E2.1.3 Bidders are responsible for any interpretation they place on the supplied information and may undertake additional soils investigations at the worksite as they feel necessary to satisfy themselves. Any test borings made by the Bidder shall be done in accordance with the requirements of the appropriate authority of the City of Winnipeg. Bidders shall notify the Contract Administrator prior to starting any soil boring operation.

GENERAL REQUIREMENTS

E3. OFFICE FACILITIES

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
- E3.1.1 The field office shall be conveniently located near the Site of the Work.
 - E3.1.2 The building shall have a minimum floor area of 20 square metres, with window area of 3 square metres and a door entrance with suitable lock satisfactory to the Contract Administrator.
 - E3.1.3 The Building shall be suitable for all-weather use. It shall be capable of maintaining a temperature range between 16°C and 25°C.
 - E3.1.4 The building shall be supplied with lighting and electrical wall outlets, all satisfactory to the Contract Administrator.
 - E3.1.5 The building shall be supplied with a highspeed internet connection.
 - E3.1.6 The building shall be furnished with one desk, one meeting table, one drafting table, one filing cabinet and six chairs, all satisfactory to the Contract Administrator.
 - E3.1.7 One holding type toilet shall be provided for the exclusive use of the Contract Administrator.
 - E3.1.8 The field office shall be cleaned weekly immediately prior to the Job Site Meetings to the satisfaction of the Contract Administrator.
 - E3.1.9 The provision of the field office with the aforementioned furnishings and equipment shall also include maintenance and removal of the field office, operating costs and any service installation costs.

E4. PROTECTION OF EXISTING TREES

- E4.1 The Contractor shall take the following precautionary steps to avoid damage from his construction activities to existing boulevard trees within and adjacent to the limits of construction:
- E4.1.1 All trees will have a 2.0m radius protective zone calculated from the circumference at the base of the trunk which will remain free of digging, trenching, grade changes, stock piling of materials, parking or vehicles or equipment, or other activities that could cause soil compaction throughout the duration of the Contract. Protective snow fencing complete with installation hardware demarking the protection zone is required.
 - E4.1.2 In addition to fencing, mature tree trunks shall be strapped with 25 x 150 x 2400 (1" x 6" x 8') wood planks to protect against bark damage. Smaller trees shall be similarly protected using appropriately sized wood planks.
 - E4.1.3 Operation of equipment within the drip line of trees shall be kept to the minimum required to perform the work. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches
 - E4.1.4 Construction operations shall be conducted so that they do not cause flooding or sediment deposition on areas where trees are located.
 - E4.1.5 Work on Site shall be carried out in such a manner so as to minimize damage to existing tree branches.
 - E4.1.6 Repair, replace and maintain tree protection material during construction of the Work.
 - E4.1.7 Remove snow fencing and strapping material without harming trees as soon as the construction and restoration work is complete.

- E4.2 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.
- E4.3 Excavations shall be carried out in such a manner so as to minimize damage to existing root systems. Roots over 50mm in diameter which must be cut to facilitate an excavation shall be neatly pruned prior to excavation and coated with an appropriate wound dressing to prevent infection. 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. Keep exposed roots in excavations and trenches moist or shaded.
- E4.4 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.
- E4.5 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.
- E4.6 American elm trees are not to be pruned between April 1st and August 1st and Siberian Elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.
- E4.7 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.
- E4.8 Measurement and Payment
- E4.8.1 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.

E5. TRAFFIC CONTROL AND MANAGEMENT

- E5.1 Further to clauses 3.6, 3.7 and 3.8 of CW 1130, in accordance with the Manual of Temporary Traffic Control on City Streets (MTTC) found in the City of Winnipeg, Public Works Department website at: <http://winnipeg.ca/publicworks/trafficControl/>, the Contractor ("Construction Agency" in the manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
- E5.2 Notwithstanding E5.1, in accordance with the MTTC, the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- (a) Parking restrictions,
 - (b) Stopping restrictions,
 - (c) Turn restrictions,
 - (d) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.

- E5.3 Further to E5.2, where the Contract Administrator has determined that the services of the Traffic Services Branch are required, the City shall bear the costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.
- E5.4 Further to Clause 3.7 of CW 1130, the Contractor shall schedule construction activities to meet the following:
- E5.4.1 Residential Streets
- a) Roseberry Street, Parkview Street and Riveroaks Street are P3 residential streets.
 - b) Maintain a minimum of one lane of traffic at all times. Provide required traffic control and flag persons in accordance with the MTTC.
 - c) The Contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control. Private approach access shall be maintained at all times.
- E5.4.2 Active Transportation Pathways
- a) Assiniboine Avenue and Bourkevale Park are part of the City of Winnipeg active transportation pathways. The Contractor shall provide required traffic control and signage in accordance with the MTTC and any barricades required for the safety of persons using the active transportation pathway. The Contract Administrator shall review and direct the Contractor for any changes or additions for signage and barricades.
- E5.5 Should the Contractor be unable to maintain an existing access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E5.6 Pedestrian and ambulance/emergency vehicle access must be maintained at all times. The Contractor shall maintain pedestrian crossings at intersections at all times.
- E5.7 The Contractor shall not park company or private vehicles inside the barricaded Work Zone in a manner that will block sightlines for vehicles and pedestrians crossing intersections.

E6. REFUSE AND RECYCLING COLLECTION

- E6.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time, in accordance with to permit the normal collection vehicles to collect the materials. Immediately following collection, the Contractor shall return receptacles to the addresses marked on the receptacles.
- E6.2 The Refuse and Recycling Collection Schedule is as follows:
- (a) Roseberry Street, Parkview Street and Riveroaks Drive:
 - (i) Collection Day: Friday B
 - (ii) Collection Time: 07:00 – 18:00
 - (iii) Collection Location: Back lane.

E7. SNOW CLEARING AND SPRING CLEANUP

- E7.1 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.

- E7.2 The works are within City Residential Snow Zone S. The Priority for impacted streets is as follows:
- (a) Ferry Road
 - (i) Priority P2 (Priority 2 treated as a bus collector/ school bus)
 - (b) Assiniboine Avenue, Roseberry Street, Parkview Street and Riveroaks Drive
 - (i) Priority P3
- E7.3 Snow built-up on sidewalks and roadway shall be maintained to the condition of the surrounding sidewalks and roadways.
- E7.4 The Contractor will be required to perform spring cleanup of wintertime road sand on local (non-regional) streets, lanes and sidewalks where access to City street sweeping crews is blocked due to construction activities.
- E7.5 Measurement and Payment
- E7.5.1 There will be no measurement or payment for snow clearing or spring cleanup.

E8. EXPLORATION OF EXISTING UTILITIES AND SERVICES

- E8.1 Prior to construction, the Contractor shall verify the elevations of buried utilities including but not limited to sewers, watermains, large diameter fire service watermains, gas mains, power and telecommunications ducts and conduits, traffic signal conduits, street lighting and other communication cables at proposed crossing locations in accordance with CW 1120 Clause 3.3.
- E8.2 Exploration of buried infrastructure should be undertaken a minimum of 5 business days prior to any construction to determine if an alternate vertical or horizontal alignment of the proposed sewer may be beneficial to minimize conflicts with the existing utilities or services.
- E8.3 The Contractor shall arrange for all required utility locations, safety watches and other required notifications.
- E8.4 The Contractor shall provide the Contract Administrator with a minimum of 24 hours advanced notice prior to conducting utility exposures.
- E8.5 Measurement and Payment
- E8.5.1 Exploration of utility locations and elevations will be incidental to the Contract.

E9. MAINTAIN EXISTING SEWER FLOWS, FLOW CONTROL, DIVERSIONS AND BYPASS PUMPING

- E9.1 Maintaining Existing Sewer Flows, Flow Control, Diversions and Bypass Pumping required to complete the Works in the Contract shall be incidental to the Contract in accordance with CW 2130 Clause 4.16.
- E9.2 The Assiniboine Avenue land drainage sewer was installed during a previous stage of the works, but the land drainage outfall to the river was not constructed and will not be constructed by the time this Contract has commenced. A temporary 375 mm overflow was installed between manholes on the new land drainage sewer and the existing combined sewer at Assiniboine Avenue and Collegiate Street. The invert of this overflow sewer at elevation 229.545 m will surcharge the Assiniboine Avenue land drainage sewer to this level or higher. The estimated volume in the mainline sewers on Assiniboine Avenue (Ferry Road to Riveroaks Drive) and Collegiate Street (Assiniboine Avenue to Portage Avenue) is 290,000 L.
- E9.3 The Contractor shall be responsible for dewatering of the Assiniboine Avenue land drainage sewer as necessary for the installation of new land drainage sewers as part of this Contract. There will be no measurement or payment for this dewatering and related work, in accordance with Clause E9.1. The Contractor shall provide the Contract Administrator with details of the

pumping rate, and the Contract Administrator will assess that the pumping rate does not exceed the receiving sewer capacity.

E9.4 There will be no permit required for dewatering into the combined sewer.

E9.5 The Contractor may wish to temporarily plug the stubs into the Assiniboine Avenue sewer to facilitate the works.

E9.6 The temporary overflow sewer will be removed as part of a future project.

E10. SEWER CONSTRUCTION

E10.1 Pipe Classes indicated on drawings represent long term design conditions and loading. The Contractor shall verify that the pipe class, strength, reinforcing and joint design are suitable for his proposed installation methods and procedures. Design of any pipe to suit installation methods is the responsibility of the Contractor.

E10.2 Pipe Sizes indicated on drawings are based on the most efficient hydraulic design. Details of any requested pipe size revisions shall be submitted to the Contract Administrator for review, hydraulic analysis and approval. The Contract Administrator will consider other sizes for construction provided that:

- (a) There is no increase in cost to the City.
- (b) There is no reduction in the level of service provided by the sewer system.
- (c) There is no change to the Contract duration.

E10.3 Pipe material for 250mm to 600mm diameter to be City of Winnipeg approved products for underground use. Both Polyvinyl Chloride SDR35 or Reinforced Concrete to ASTM C76 with strength class type indicated on drawings are acceptable. Note that PVC sewers will be required to undergo a repeat sewer inspection with mandrel testing at the end of the warranty period.

E10.4 Sewers indicated for open trench construction are based on the available test hole information. More information will be discovered during the excavation of the trench, and if conditions appear to be favourable for trenchless installation then this method would be accepted provided:

- (a) There is no increase in overall cost to the City.
- (b) There is no change to the Contract duration.

E11. EXCAVATION, BEDDING AND BACKFILL

E11.1 Disposal of Unsuitable or Surplus Excavated Material

E11.1.1 If the Contractor has not arranged for an approved disposal site, the City shall provide an optional disposal site for all surplus clean clay from the construction site. The material is not to include any refuse, concrete, metals, wood, organics, construction waste or any other deleterious materials. Any surplus soil material not meeting these requirements shall not be considered clean clay and shall not be permitted.

E11.1.2 The disposal location provided by the City will be at the Brady Road Landfill Site. Clean fill may not be accepted every day, and the Contractor should view the following website to determine if fill material is being accepted:
<http://winnipeg.ca/waterandwaste/garbage/brady/commercial.stm>

E11.1.3 There will be no tipping fees charged at the landfill sites to the Contractor for the disposal of surplus soil material meeting the requirements of clean clay as specified.

E11.1.4 Surplus material not meeting the requirements of clean clay may be disposed of at the Brady Road Landfill Site although tipping fees will be charged.

E11.1.5 There shall be no measurement of surplus soil material disposed of at any disposal site. No additional payment will be made for disposal of surplus soil materials. It shall be considered incidental to the cost of the Work.

E11.2 Foundation and Bedding

E11.2.1 Class A Bedding shall be used in all shafts with concrete pipe with Type 3 material for remainder of initial backfill.

E11.2.2 Class B Bedding with Type 3 material shall be used in all shafts with PVC piping.

E11.2.3 Class B Bedding with Sand material shall be used in all pipe installations in an Open Trench.

E11.3 Backfilling and Surface Restoration

E11.3.1 Initial backfilling of all excavations shall be carried out by the following methods:

- (a) Class 3 backfill shall be used at all shafts for Trenchless installations.
- (b) Class 3 backfill shall be used at Open Trenches. Class 2 backfill would also be acceptable but shall be undertaken at no additional cost or as indicated in E15. Class 2 and/or 3 backfill shall be placed and compacted in lifts not exceeding 300 mm.
- (c) The Contractor shall have personnel available for immediate repairs of settlement at shaft locations from the start of construction until final restoration is complete.

E11.3.2 Final backfilling and surface restoration shall be as follows:

- (a) If an excavation has been backfilled over the winter or if backfill material could be frozen, then the jetting and tamping process shall be repeated twice in the springtime as per CW 2030.
- (b) If an excavation has been jetted and tamped the previous fall for temporary surface restoration, then the jetting and tamping process shall be repeated once in the springtime as per CW 2030.
- (c) After the jetting and tamping operation is completed, the excavation is to be subcut to 1.5m below final surface elevation and re-compacted in 300 mm lifts to the subgrade level using vibratory compaction methods in accordance with CW 2030 Class 2 Backfill.
- (d) Pavement shall be completed in accordance with CW 3310 or CW 3410, depending on type of existing pavement surface.
- (e) Boulevard restoration shall be completed in accordance with CW 3510.

E11.3.3 Further to CW 2130:

- (a) Trenchless Installations and Catch Basin connections: All costs associated with backfilling and surface restorations shall be incidental to the Work.
- (b) Open Trench Installation: Backfilling of trenches shall be incidental to the Work, but final surface restoration including the construction of Partial Slab Patches, Curb, Sidewalk and boulevard topsoil and sod will be paid for at the Contract Unit Prices for these items of work.

E12. TRENCHLESS EXCAVATION

E12.1 Further to Clause 3.4.1 of CW 2130, all sewers to be installed by trenchless methods except as explicitly noted on the Drawings. Where necessary tie-ins to existing sewers may be done using open cut methods.

E12.2 Selection of excavation equipment for installation of sewers by trenchless methods shall be the responsibility of the Contractor and shall be made based on expected soil conditions as detailed on the test hole logs. Trenchless sewer installation may be by any suitable methods including

horizontal earth coring, pipe jacking, horizontal directional drilling or by tunnel boring that will meet the design objective and not conflict with Traffic Management.

E12.3 The Contractor shall make allowances in the choice of equipment to account for reasonable and minor deviations in ground conditions and shall have contingency plans for the removal of boulders and other minor changes in ground conditions.

E12.4 Methods for dealing with and paying for Trenchless Excavation Obstructions are described in E13.

E12.4.1 The notice shall provide details of the change in subsurface soil conditions or obstructions encountered, any proposed construction procedure revision that the Contractor intends to undertake, as well as any other relevant supporting information.

E12.4.2 The Contract Administrator shall review the notice as expeditiously as possible to assess whether the change in conditions and revised construction procedures amount to a Change in Work.

E13. TRENCHLESS EXCAVATION OBSTRUCTIONS

E13.1 Contingency plans for removal of the obstructions encountered in trenchless excavations must be approved by the Contract Administrator as follows:

E13.1.1 Drill or excavate a shaft at the location of the obstruction, drilling, splitting or breaking the obstruction into smaller components if required, and removal of the obstruction.

E13.1.2 Remove the obstruction through the jacking head or core hole following drilling, splitting or breaking the obstruction into smaller components as required.

E13.1.3 Other removal methods

E13.2 Where the Contract Administrator deems that the obstruction encountered represents a Change in Work, it shall be valued in accordance with C7.4 (c) and the following supplemental requirements:

E13.2.1 The first four (4) hours of handling obstructions for each occurrence shall be the responsibility of the Contractor.

E13.2.2 Equipment rates for equipment required in support of the obstruction removal shall be compensated at the MHCA rental rates. Equipment not listed in the MHCA rate schedule shall have their rates established by the Contractor prior to the commencement of Work in accordance with the procedure documented in the MHCA rental guide for establishing equipment rental rates and shall be subject to the approval of the Contract Administrator.

E13.2.3 Standby equipment that cannot reasonably be deployed elsewhere during the duration of the obstruction removal shall be compensated at 50% of its established rate as noted in E13.2.2 above.

E13.2.4 Labour rates and material costs associated with obstruction removal shall be compensated as per C7.4 (c) and C7.4.1 with the provision that any removal and replacement of pavements shall be compensated at the Contract Unit Price for such Work.

E13.3 Measurement and Payment

E13.3.1 An Allowance has been provided in the Contract Unit Prices (Provisional Items) to cover costs associated with removal of trenchless excavation obstructions.

E14. STREET CONDITIONS AND PERMANENT PAVEMENT RESTORATION

E14.1 The Contractor shall follow the City of Winnipeg Street By-law No. 1481/77 and current revision of the City of Winnipeg "Street Cuts Manual" found at <http://winnipeg.ca/publicworks/permitsApprovals/pdf/Street-Cuts-Manual-2020.pdf> and for all

pavement restoration unless otherwise shown on the drawing or specifications or as directed by the Contract Administrator.

E14.2 The street material and condition within the project work area are classified as follows:

Street	Pavement Type	Condition
Roseberry St – Portage Ave. to Assiniboine Ave	Asphalt over Concrete	Good
Parkview St – Portage Ave. to Assiniboine Ave	Concrete	Fair
Riveroaks Dr. – Portage Ave. to Assiniboine Ave	Concrete	Good

E14.3 Permanent pavement restoration shall be in accordance with the City of Winnipeg Street Cuts Manual (2020) "Pavement Restoration Guidelines" pp. 17 (Asphalt or Asphalt over concrete) and pp. 20 (Portland cement concrete).

E14.4 Notwithstanding the restoration requirements identified in E15 all street segments within the work area impacted by the Work as determined by the Contract Administrator shall be maintained and restored with the following additional requirements.

(a) Review and record the condition of each street segment with the Contract Administrator and a City Representative from Public Works prior to the initiation of Work.

E14.5 Review and record the condition of each street segment with the Contract Administrator and a City Representative from Public Works prior to surface restoration. The surface restoration required for each street segment will be agreed upon at this time.

E14.6 Measurement and Payment

E14.6.1 Pavement restoration for trenchless sewer installation shall be incidental to the works.

E14.6.2 Pavement restoration for open cut sewer installation areas indicated on the drawings will be at the Contract Unit Price per square meter for "Full Slab Replacement (Open Cut Areas) - 150mm Concrete Pavement".

E14.6.3 Curb replacement in conjunction with pavement restoration for open cut sewer installation as indicated on the drawings will be at the Contract Unit Price per lineal meter for "Concrete Curb Installation (Open Cut Areas)" by each time of curb being replaced.

E14.6.4 Additional pavement spot repairs to repair damage from the Geotechnical Investigation program will be undertaken at the Contract Unit Price (Provisional Items) per square meter for "Partial Slab Patches - 150mm Concrete Pavement".

E15. TEMPORARY SURFACE RESTORATIONS

E15.1 Further to clause 3.3 of CW 1130, where permanent surface restorations cannot be made due to cold weather or other reasons, the Contractor shall temporarily restore surfaces in accordance with current revision of the City of Winnipeg "Street Cuts Manual" found at <http://winnipeg.ca/publicworks/permitsApprovals/pdf/Street-Cuts-Manual-2020.pdf> and summarized as follows:

E15.1.1 Backfill and level boulevards and grassed areas to match existing surface elevations and reduce to potential for trip hazards,

E15.1.2 Cap excavations in low volume approaches and back lanes with 300 mm of compacted crushed granular material and topped with either 75 mm of hot mix asphalt or 150 mm of non-reinforced concrete meeting the requirements of CW 3310 Clause 6.6 "Concrete for Temporary Restoration of Utility Pavement Cuts" to match the existing pavement grade.

E15.1.3 Cap excavations on Local Streets, Regional streets and high volume approaches in accordance with the "Street Cuts Manual" Sacrificial concrete pavement constructed of

600 mm of Cement Stabilized Backfill to CW 2160 and a 150 mm of non-reinforced concrete meeting the requirements of CW 3310 Clause 6.6 "Concrete for Temporary Restoration of Utility Pavement Cuts".

- E15.1.4 Cap excavations in sidewalk pavement with 100 mm of compacted crushed granular material and 50 mm of cold mix asphalt to match the existing sidewalk grade.
- E15.1.5 Insulate temporary concrete where required during 24 hr curing period,
- E15.1.6 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.
- E15.1.7 Remove all temporary pavements prior to permanent restorations.
- E15.2 Backfill under temporary surface restorations to be as follows:
 - E15.2.1 Use Class 2 back fill in excavation under temporary street pavements and sidewalks where Class 3 backfill cannot be jettied and flooded due to cold weather.
 - E15.2.2 Class 2 backfill may be compacted in 500 mm lifts where backhoe operated pneumatic plate compactors are used.
 - E15.2.3 Jet and flood Class 2, Class 3 and Class 5 backfilled excavations in spring when ground is not frozen prior to permanent restoration in accordance with E11.
 - E15.2.4 Any Sacrificial Concrete Pavement, Cement Stabilized Backfill, or temporary cold mix asphalt shall be completely removed and the remaining backfill shall be flooded, tamped and topped up prior to performing permanent pavement restorations in accordance with E14.
- E15.3 All temporary pavement restorations must be completed and continuously maintained until final surface restoration can be completed.
- E15.4 Further to CW 3310, all concrete used for temporary pavement restoration shall have a minimum compressive strength of 20 MPa 24 hours after placement.
- E15.5 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. All costs associated with the maintenance or reconstruction of temporary pavement incurred by the City shall be deducted from future payments to the Contractor.
- E15.6 Measurement and Payment
 - E15.6.1 Temporary surface restorations as described above except for sacrificial concrete pavements shall be incidental to the cost of sewer construction.
 - E15.6.2 No extra payment will be made for the installation of Class 2 backfill under temporary street pavements or sidewalks.
 - E15.6.3 Sacrificial concrete pavement shall be measured on an area basis and paid for at the Contract Unit Price (Provisional Items) per square meter for "150mm Sacrificial Concrete Pavement".
 - E15.6.4 Cement Stabilized Backfill used as underlay for Sacrificial Concrete Pavement shall be measured on a volume basis and paid for at the Contract Unit Price (Provisional Items) per cubic meter for "Cement Stabilized Backfill".

E16. PRIVATE DRIVEWAY, SIDEWALK AND WALKWAY RENEWALS

- E16.1 Removal and replacement of concrete driveways in accordance with CW 3234 and CW 3310. Concrete slab renewals for driveways shall be measured on an area basis and paid for at the Contract Unit Price (Provisional Items) for "Partial Slab Patches – 150mm Reinforced Concrete Pavement".

- E16.2 Removal and replacement of concrete sidewalk or private walkway approaches in accordance with CW 3110 and CW 3325. Miscellaneous concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the Contract Unit Price (Provisional Items) for "Replacement of Existing Private Sidewalks - Cast in Place Concrete".
- E16.3 Removal and replacement of paving stone or concrete sidewalk block walkways in accordance with CW 3333 shall be measured on an area basis and paid for at the Contract Unit Price (Provisional Items) for "Replacement of Existing Private Sidewalks – Interlocking Paving Stone" or "Replacement of Existing Private Sidewalks – Sidewalk Blocks".

E17. EXISTING DRAINAGE INLET CLEANING AND INSPECTION

- E17.1 Existing Catch Basins and Catch Pits as identified herein shall be cleaned prior to inspection in accordance with CW 2140.
- E17.2 Existing Catch Basins and Catch Pits to be connected to the new land drainage sewer system shall be cleaned prior to visual inspection in order to determine if the units need to be replaced or rehabilitated. This work should be performed on a street by street basis and must be completed before replacement units are ordered.
- E17.3 If a Catch Basin or Catch Pit must be cleaned in order to assess its condition, the cleaning will be paid for even if the unit is found to be deteriorated and requires replacement.
- E17.4 Measurement and Payment
- E17.4.1 This work shall be measured on a unit basis for each Catch Basin or Curb and Gutter Inlet cleaned and paid for at the Contract Unit Price for "Catch Basin / Catch Pit Cleaning".

E18. DEFLECTION TESTING OF PVC SEWERS

- E18.1 This specification amends Clause 3.22 of CW 2130 regarding the waiting time for deflection testing of PVC sewers following pipe installation.
- E18.2 Deflection testing of PVC mainline sewers shall be undertaken as follows:
- E18.2.1 Initial deflection testing for PVC mainline sewers shall not be performed sooner than 30 days following the installation of pipe and backfilling of shafts.
- E18.2.2 Repeat deflection testing of PVC mainline sewers shall be performed at the end of the warranty period.
- E18.3 Deflection testing is not required for catch basin leads.
- E18.4 Measurement and Payment
- E18.4.1 Measurement and payment for initial and repeat deflection testing will not be measured and paid separately, but will be paid for as part of sewer inspection.

E19. VIDEO INSPECTION OF SEWERS

- E19.1 Sewer and manhole inspection in accordance with CW 2145 will be conducted as follows:
- E19.1.1 New mainline land drainage sewers
- E19.1.2 Existing mainline combined sewers where catch basin leads have been abandoned in accordance with CW 2145.
- E19.1.3 New catch basin leads of 15 m length or longer, or as directed by the Contract Administrator based on complicated configuration or from a private catch basin.
- E19.1.4 Extended catch basin leads that result in a total lead length of 15 m or longer.

E19.2 Measurement and payment

E19.2.1 Measurement and payment for sewer and manhole inspection including defect coding will be in accordance with CW 2145 at the Contract Unit Price for "Sewer Inspection" for each nominal diameter of sewer inspected.

E19.2.2 Cleaning of existing sewers and manholes will be required as part of inspection, and this will be measured and paid for in accordance with CW 2140 at the Contract Unit Price for "Sewer Cleaning" for each nominal diameter of sewer cleaned.

E20. VIDEO INSPECTION OF COMBINED SEWERS

E20.1 Further to CW 2130, Clause 3.19 no payment shall be made for CCTV video inspection of combined sewers following catch basin lead abandonment.

E21. CATCH BASIN RECONNECTIONS AND RENEWALS

E21.1 The design objective of the project is to provide combined sewer relief through the installation of new land drainage sewers, and disconnection of catch basins and drainage inlets from the combined sewer system. The drawings and Form B quantities indicate a reasonable scenario where about half of the catch basins and curb and gutter inlets are to be replaced. However, if existing catch basins and curb and gutter inlets are in good shape and generally compliant with current City of Winnipeg standards, or require only minor upgrading such as replacement of a damaged frame or cover, or replacement of a missing debris hood, then the existing catch basin or curb and gutter inlet will be repaired as necessary and reconnected to the new land drainage sewer system.

E21.2 The condition assessment of existing catch basins and curb and gutter inlets will occur following the commencement of construction. Since the reconnection of catch basins is not typically done until after the mainline pipe and manholes have been installed, the Contractor is advised not to pre-order catch basins for this project until this assessment has been completed.

E21.3 Measurement and Payment

E21.3.1 Reconnections of existing catch basins to the new land drainage sewer and miscellaneous repairs such as the replacement of broken riser rings and replacement of damaged frames and covers will be measured and paid for at the Contract Unit Prices (Provisional Items) for these various items.

E22. REPAIRS TO EXISTING SEWER OR WATER SERVICES

E22.1 Repair or replacement of existing sewer or water services that conflict with the proposed sewer installation may be necessary. To minimize the potential for damaging existing services, shafts should be located near service locations such that the service locations can be found by exploratory digging. The Contractor shall attempt to adjust the water service pipe without cutting into the pipe to reroute it around the new sewer.

E22.2 The Contract Administrator must be notified immediately if a sewer or water service is damaged by the work, so that the home or building owner may be contacted and arrangements made for the provision of temporary servicing.

E22.3 The regrading or repair of existing 100 mm or 150 mm sewer services shall be done in accordance with CW 2130 and CW 2110.

E22.4 The repair of damaged water service pipes shall be undertaken in accordance with CW 2110. The repair shall comply with the standard City of Winnipeg practice of allowing only one union or per service, and fully renewing the remainder of the service to the main or to the curb stop (whichever is shorter). Existing corporation stops, curb stops and boxes may be reused if in good condition and if compatible with the service pipe.

- E22.5 Relocation of existing water services encountered but not damaged by construction shall be incidental to the construction of sewers.
- E22.6 The Contract Administrator must be notified if any of the water service piping encountered is not copper. If lead water services are encountered, these should be fully renewed with minimum 19 mm copper water services, including new saddle and corporation stop at the main, new curb stop and box. Connect new copper water service to existing lead service with a suitable flange copper to lead adapter.
- E22.7 Measurement and Payment
- E22.7.1 Regrading and repair of existing 100 mm or 150 mm sewer services impacted by land drainage construction shall be measured in accordance with CW 2110. Regrading and repair of sewer services up to 1.5m long will be measured and paid for on a unit basis at the Contract Unit Price (Provisional Items) for "Regrading of Existing Sewer Service – Up to 1.5 m long".
- E22.7.2 Regrading and repair of sewer services longer than 1.5m will be measured on a lineal meter basis for the total length of replacement and paid for at the Contract Unit Price (Provisional Items) for "Regrading of Existing Sewer Service – Longer than 1.5 m".
- E22.7.3 Renewal of 150 mm sewer services to connect to new wastewater sewers shall be measured on a lineal meter basis for the total length of replacement and paid for at the Contract Unit Price for "Sewer Services" and include all couplings, tees and saddles required to complete the installation
- E22.7.4 Connection of the existing sewer service to the new sewer service where the service is being relocated to new wastewater sewers shall be measured on a unit basis for each service reconnected and paid for at the Contract Unit Price for "Connect Existing Sewer Service to New Sewer"
- E22.7.5 Replacement of water services including connections shall be measured and paid for on a lineal meter basis for size classification of 19 mm, 25 mm, 38 mm and 50 mm.
- E22.7.6 Supply and installation of new corporation stops including saddles shall be measured and paid on a unit basis for the same size classifications identified for water service piping.
- E22.7.7 Supply and installation of new curb stops and boxes shall be measured and paid on a unit basis for the same size classifications identified for water service piping.
- E22.7.8 Connecting to existing water services will be included in the installation of water service piping.

E23. PROVISIONAL ITEMS

- E23.1 The Provisional Items listed on Form B: Prices are part of the Contract.
- E23.2 The Contractor shall not perform Work included in the 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.
- E23.3 Notwithstanding GC:7, 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 the grounds of loss of anticipated profit or for any other reason.

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.