



THE CITY OF WINNIPEG

TENDER

TENDER NO. 886-2023

2023 OUTFALL PROGRAM – RIVERGATE DRIVE OUTFALL REHABILITATION

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APPENDIX A – SITE PHOTOGRAPHS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2023 OUTFALL PROGRAM – RIVERGATE DRIVE OUTFALL REHABILITATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 5, 2023.

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 The Bidder is advised that access to the Rivergate Drive Outfall site is restricted as private property authorization is required. As such, the Contract Administrator or an authorized representative will be available on November 28, 2023 at the below noted timeslot to provide Bidders access to the Site. **As the site is currently under active construction, Bidders are requested to park along Rivergate Drive and walk into the site.** Bidder's will be required to wear PPE, including high visibility vest, hard hat, and steel toe boots. Viewing of the site is not mandatory and is intended to further supplement the Site photos included in the appendices and provide Bidder's a better look at access constraints and existing site conditions.

Site	Date/Time
Rivergate Drive Outfall	November 28, 2023 from 10:00AM to 11:00AM

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.3 The Bidder/Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid/Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D7.1.

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 they have 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 D7.

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 their 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 they wish 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 their 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 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.

B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.

B8.3.1 Bids will **only** be accepted electronically through MERX.

B8.4 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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their 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 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 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 D36. Any such costs shall be determined in accordance with D36.
- 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) InfraPipe Solutions Ltd.
 - (i) Weholite Product Information

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 their 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 their 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 their 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 their 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 their 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 their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D9);
 - (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance.
- 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 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.6 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.

B13.7 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 their 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 their 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 their Bid or in other information required to be submitted, that they are 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.
- B18.4.2 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be 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 their 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 2024 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 D36 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 their 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. BACKGROUND AND PROJECT INFORMATION

- D2.1 The Bidder is advised that the Rivergate Drive Outfall was cleaned and televised during Winter 2022/2023. The televising revealed that the CMP portion of the pipe was severely corroded and deformed with a high risk of failure and that there was a joint separation. As a temporary repair, a concrete collar was poured around the joint separation and backfilled with cement stabilized flowable fill. Approximate extents of the existing cement stabilized backfill material are shown on the Drawings. CCTV of the Rivergate Drive Outfall is available upon request from the Contract Administrator.
- D2.2 The Bidder is advised that the Rivergate Drive Outfall site is located along private property at 1916/1918 St. Mary's Road. The property is currently an active construction site, occupied by Gateway Construction Ltd., for a new building development. The City and Contract Administrator have coordinated with the property owner and building development contractor for temporary private property access to facilitate the planned outfall construction work.
- D2.3 Further to D2.1, the Bidder is expected to take every reasonable measure to limit the outfall construction footprint and laydown areas on site. All excavated material must be removed from site (stockpiling is not permitted). For additional laydown space and storage of materials, the Contract Administrator has coordinated with City Traffic Services for a temporary lane closure along St. Mary's Road (southbound curb lane) throughout our construction (as required). Following project award, the Contract Administrator will schedule a brief site meeting with the City, building contractor (Gateway Construction Ltd), and outfall contractor to discuss the outfall contractor's proposed Work plan, access plan, and schedule.
- D2.4 Based on best record drawing information available, there are existing rockfill columns in close proximity to the pipe alignment. To facilitate our outfall construction, shoring installation will likely impact the columns along the north edge of the outfall right-of-way. As such, provisional items have been included in the Contract to reinstate the impacted aggregate with a rockfill shearkey.
- D2.5 Further to D2.4, verification of existing infrastructure using soft digging methods has been included in the Contract to verify the location and elevation of the pipe and existing rockfill columns to facilitate the Contractor's shoring design and work plan.
- D2.6 The Bidder is advised that the Rivergate Drive Outfall provides relief to the South End Wastewater Treatment Plant (SEWPCC) during periods where flows within the St. Vital Interceptor exceed the capacity of the plant. Surcharged flows in the St. Vital Interceptor above the capacity of SEWPCC can result in wastewater levels rising above the weir elevation in the upstream manhole along St. Mary's Road directing flows to the Rivergate Drive Outfall. While the risk is unlikely during winter months, an allowance has been included in the Contract to support cleanup of the Site should high flows exceed the Contractor's specified flow control plan (reference E8). This specification would not cover cleanup of flows or any additional costs incurred by the Contractor failing to meet the Substantial Performance date specified herein.
- D2.7 The Rivers and Creeks in Winnipeg are regulated in the summer at the approximate ASRL listed on the Drawings and efforts are made to lower the river to the AWRL in the winter months. However, annual flooding occurs in the Red River Valley and water levels can fluctuate greatly from year to year and month to month and no guarantees are made that the water level will be

at the levels indicated on the Drawings. For more information on past river levels within the City of Winnipeg, visit <https://winnipeg.ca/waterandwaste/flood/riverLevels.stm>

- D2.8 Copies of the Transport Canada notification/documentation will be provided to the Bidder upon project award. All Department of Fisheries and Oceans (DFO) and Transport Canada measures, laws, and regulations are to be adhered to during construction.
- D2.9 Copies of City of Winnipeg Waterway Permit documentation will be provided to the Bidder upon project award. All measures and requirements identified on permits shall be adhered to during construction. Waterway permit(s) required for the construction of temporary access ramps are the responsibility of the Contractor.

D3. FORM OF CONTRACT DOCUMENTS

- D3.1 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.

D4. SCOPE OF WORK

- D4.1 The Work to be done under the Contract shall consist of:
- (a) Rivergate Drive Outfall (S-MA70053500)
 - (i) Verification of Existing Infrastructure using Soft Digging Methods
 - (ii) Removal of 52.1 meters of existing 1400 mm diameter CMP and 2.9 meters of existing 1350 mm diameter concrete pipe
 - (iii) Supply and Installation of 45.72 meters of new 1520 mm diameter Weholite HDPE RSC250 pipe and 9.28 meters of new 1500 mm diameter CMP (3.5mm) c/w polymer coating
 - (iv) Supply and Installation of Temporary Shoring
 - (v) Construction of two (2) new reinforced concrete collars
 - (vi) Installation of internal slip joint
 - (vii) Re-instatement of Rockfill Shearkey (as required)
 - (viii) Removal and Re-Installation of Existing Debris Grate
 - (ix) Temporary Removal and Re-Installation of Rockfill Riprap
 - (x) Sewer Inspection
 - (xi) Site Restoration
- D4.2 The following shall apply to the Work:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
 - (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D5. SITE INVESTIGATION DUE DILIGENCE AND RISK

- D5.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;

- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D6. DEFINITIONS

D6.1 When used in this Tender:

- (a) “**ASRL**” means Average Summer River Level;
- (b) “**ASTM**” means American Society for Testing and Materials;
- (c) “**AWRL**” means Average Winter River Level;
- (d) “**Controlled Low Strength Material (CLSM)**” means cement stabilized fill, in accordance with CW 2160.
- (e) “**CSA**” means Canadian Standards Association;
- (f) “**OHWM**” means Ordinary High Water Mark (1:2 Year Flood Level);
- (g) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D7. CONTRACT ADMINISTRATOR

D7.1 The Contract Administrator is KGS Group, represented by:

Nicole Vidal, C.E.T.
Municipal Technologist

Telephone No. 204-896-1209
Email Address nvidal@kgsgroup.com

D7.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D8. CONTRACTOR'S SUPERVISOR

D8.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D9. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D9.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service

Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

- D9.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D9.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D10. UNFAIR LABOUR PRACTICES

- D10.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D10.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D10.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C18.
- D10.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D10.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D10.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D10.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D10.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D11. FURNISHING OF DOCUMENTS

D11.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

D12.1 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.

D13. SAFE WORK PLAN

D13.1 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.

D13.2 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>

D13.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D14. INSURANCE

D14.1 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.
- (d) Contractors pollution liability (CPL) insurance in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate covering third party injury and property damage claims arising from the Contractor's operations and

completed operations. Such policy shall name the City as an additional insured and remain in place for a minimum of twelve (12) month following Total Performance.

- D14.2 Deductibles shall be borne by the Contractor.
- D14.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.
- D14.4 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.
- D14.5 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.

D15. CONTRACT SECURITY

- D15.1 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.
- D15.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor 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 D15.1(b).
- D15.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.
- D15.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D15.2 The Contractor shall provide the Contract Administrator identified in D7 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.

- D15.3 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 D15.1(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.

D16. SUBCONTRACTOR LIST

- D16.1 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.

D17. DETAILED WORK SCHEDULE

- D17.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least ten (10) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.
- D17.2 The detailed work schedule shall be provided in a Gantt Chart format to the satisfaction of the Contract Administrator.
- D17.3 The Contractor shall update the schedule and provide it to the Contract Administrator prior to each weekly construction site meeting for review and discussion at the meetings.

D18. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D18.1 The Contractor shall provide the Contract Administrator with an Accessibility 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.
- D18.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
 - (b) How the Contractor will maintain access to bus stops within the site.
 - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
 - (d) How the Contractor will maintain cycling facilities.
 - (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
 - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D18.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D18.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
 - (b) Temporary Ramping

- (c) Transit Stops
 - (d) Detour Signage
- D18.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D18.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D18.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D18.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
- D18.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D19. EXPEDITED SHOP DRAWINGS AND UTILITY LOCATES

- D19.1 Further to E7, in order to expedite Shop Drawings with critical timeliness, the lowest responsive Bidder, as outlined in B15, will be permitted, after receiving written approval from the Contract Administrator, to arrange for the preparation of Shop Drawings for the following items with critical timelines:
- (a) Polymer Coated CMP
 - (b) Weholite HDPE
 - (c) Internal Slip Joint
 - (d) Temporary Shoring
- D19.2 In order to expedite utility locates on outfall sites with critical timeliness, the lowest responsive Bidder, as outlined in B15, will be permitted, after receiving written approval from the Contract Administrator, to arrange for utility locates for the Site.
- D19.3 If Award is made to the lowest responsive Bidder, then as indicated in E7, no payment for the preparation of Shop Drawings will be made.
- D19.4 If Award is made to the lowest responsive Bidder, no payment for the booking of utility locates will be made.
- D19.5 If no Contract is awarded, then the City of Winnipeg will pay the lowest responsive Bidder up to a maximum of five hundred dollars (\$500.00) for each of the requested items identified in D19.1 for the preparation and delivery of Shop Drawings and a single payment for the booking of utility locates as per D19.2. Delivery of the Shop Drawings to the City, booking of Utility Locates, and payment of the above mentioned amounts will constitute full and final consideration of each party to the other, and neither party will have any further liability to the other with respect to this Tender.

D20. WORKING DAYS

- D20.1 Notwithstanding C1.1(jj), a Working Day includes a Saturday, Sunday, or a statutory or civic holiday when the Contractor chooses to undertake work requiring the presence of the Contract Administrator and/or City resources.
- D20.2 Further to C1.1(jj), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D20.3 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D20.4 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D20.5 The Contract Administrator will furnish the Contractor with a weekly record for each major type of work, the equipment used, the time it worked and Working Days charged. This record will be provided at regular site meetings.

D21. COMMENCEMENT

- D21.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D21.2 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 D12;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D13;
 - (iv) evidence of the insurance specified in D14;
 - (v) the contract security specified in D15;
 - (vi) the Subcontractor list specified in D16;
 - (vii) the Requirements for Site Accessibility Plan specified in D18; and
 - (viii) the direct deposit application form specified in D31.
 - (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.
- D21.3 Work on Site shall not commence until the Contract Administrator has provided approval in writing of the Contractor's access and laydown plans.
- D21.4 Verification of existing infrastructure using soft digging methods shall be the first items initiated as part of the Work.

D22. WORK BY OTHERS

- D22.1 Further to C6.25 and D29, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractor's execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D22.2 Work by others on or near the Site will include but not necessarily be limited to:

(a) Gateway Construction Ltd.;

D22.2.1 Further to D22.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D22.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D23. SUBSTANTIAL PERFORMANCE

D23.1 The Contractor shall achieve Substantial Performance by March 8, 2024.

D23.2 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.

D23.3 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.

D24. TOTAL PERFORMANCE

D24.1 The Contractor shall achieve Total Performance by June 30, 2024.

D24.2 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.

D24.3 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.

D25. LIQUIDATED DAMAGES

D25.1 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 – two thousand dollars (\$2000.00);

(b) Total Performance – one thousand dollars (\$1000.00).

D25.2 The amounts specified for liquidated damages in D25.1 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.

D25.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D26. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D26.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract in close consultation with the Contract Administrator.

- D26.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.
- D26.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D26.4 For any delay related to Supply Chain Disruption 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 D26.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D26.5 The Work schedule, including the durations identified in D23 to D24 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.
- D26.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, 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 Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D26.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D27. SCHEDULED MAINTENANCE

- D27.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Watering and maintenance of all new trees and vegetation until established as specified in E20;
- D27.2 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

D28. JOB MEETINGS

- D28.1 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.
- D28.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D29. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D29.1 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).
- D29.2 While access to the Site from St. Mary's Road is through Gateway Construction's project area, the successful Contractor will be the Prime Contractor for the area bound by the Work.

D30. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D30.1 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D31. PAYMENT

- D31.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D32. FUEL PRICE ADJUSTMENT

- D32.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;
- (a) where the price of fuel has increased - $((CFI/BFI)-1.15) \times Q \times FF$; and
 - (b) where the price of fuel has decreased - $((CFI/BFI)-0.85) \times Q \times FF$; where
 - (i) BFI = base fuel index
 - (ii) CFI = current fuel index
 - (iii) FF = fuel factor
 - (iv) Q = monetary value of Work applied in the calculation.
- D32.1.1 Eligible Work will be determined in accordance with D32.5.
- D32.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published "Monthly average retail prices for gasoline and fuel by geography" for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.
- D32.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.
- D32.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.
- D32.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.
- D32.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.

- D32.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance/Critical Stages except where those dates/Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance/Critical Stages.
- D32.5 The Fuel Factor (FF) rates will be set as follows:
- (a) The Fuel Factor rate shall be set at 2.7% of the monetary value of all Work based on unit prices.

WARRANTY

D33. WARRANTY

- D33.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D33.1.1 For the purpose of contract security, the warranty period shall be one (1) year.
- D33.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D33.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

DISPUTE RESOLUTION

D34. DISPUTE RESOLUTION

- D34.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D34.
- D34.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D34.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D34.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating

negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:

- (i) The Contract Administrator;
- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
- (iii) Department Head.

- D34.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D34.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D34.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D34.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D34.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D35. INDEMNITY

- D35.1 Indemnity shall be as stated in C17.
- D35.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D35.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D36. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D36.1 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.
- D36.2 Further to D36.1, in the event that the obligations in D36 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.
- D36.3 For the purposes of D36:
- (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.
- D36.4 Modified Insurance Requirements
- D36.4.1 If not already required under the insurance requirements identified in D14, 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 their Ministers, officers, employees, and agents shall be added as additional insureds.
- D36.4.2 If not already required under the insurance requirements identified in D14, 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.
- D36.4.3 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.
- D36.4.4 Further to D14.4, 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.
- D36.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D36.5 Indemnification By Contractor
- D36.5.1 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.

- D36.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D36.6 Records Retention and Audits

D36.6.1 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.

D36.6.2 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 D36.6.1 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.

D36.7 Other Obligations

D36.7.1 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.

D36.7.2 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.

D36.7.3 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.

D36.7.4 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.

D36.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D36.7.6

The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D15)

KNOW EVERYONE 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. 886-2023

2023 OUTFALL PROGRAM – RIVERGATE DRIVE OUTFALL REHABILITATION

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 D15)

KNOW EVERYONE 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. 886-2023

2023 OUTFALL PROGRAM – RIVERGATE DRIVE OUTFALL REHABILITATION

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 their 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>
1-0303O-D0014-001	COVER SHEET
1-0303O-D0015-001	INDEX PAGE
1-0303O-C0077-001	27 RIVERGATE DRIVE OUTFALL – PLAN AND PROFILE – S-MA70053500
1-0303O-C0078-001	MISCELLANEOUS DETAILS – SHEET 1
1-0303O-C0078-002	MISCELLANEOUS DETAILS – SHEET 2

GENERAL REQUIREMENTS

E2. OFFICE FACILITIES

- E2.1 Contractor shall supply one (1) office facility to be located at the Site. **Due to the ongoing active construction for the building development at the outfall site, the supplied office trailer is proposed to be staged within a lane closure along St. Mary's Road and/or Rivergate Drive (Contractor to coordinate this with Contract Administrator prior to site access).**
- E2.2 The Contractor shall supply office facilities meeting the following requirements:
- The field office shall be for the exclusive use of the Contract Administrator and City staff. The site office may be used for site meetings and shall be wide and large enough to accommodate up to 8 people while allowing for 2 meter physical distancing to be maintained at all times.
 - The building shall be equipped with appropriate cleaning products, including hand sanitizer.
 - The building shall be conveniently located near an active Work Site.
 - The building shall have a minimum floor area of 25 square metres, two windows and a door entrance with a suitable lock.

- (e) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between 16-25 °C.
- (f) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three wall outlets.
- (g) The building shall be furnished with two desks, table 3m x 1.2m, one two drawer legal size filing cabinet, and a minimum of 12 chairs.
- (h) The field office building and the portable toilet shall be cleaned regularly and at minimum on a weekly basis immediately prior to each Site meeting. The Contract Administrator may request additional cleaning when the Contract Administrator deems it necessary.

E2.3 Supply of Office Facilities as described herein shall be considered incidental to Site Development and Restoration. No separate measurement or payment is to be made.

E3. TRUCK WEIGHT LIMITS

E3.1 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.

E4. DANGEROUS WORK CONDITIONS

E4.1 Further to C 6.13 of the General Conditions, the Contractor shall be aware that underground chambers, manholes, and sewers are considered a confined space and shall follow the "Guidelines for confined Entry Work" as published by the Manitoba Workplace Safety and Health Division.

E4.2 The Contractor shall be aware of the potential hazards that can be encountered in gate chambers, manholes and sewers such as explosive gases, toxic gases and oxygen deficiency.

E4.3 The air in a confined space must be tested before entry and continuously during the time that personnel are inside the space. Equipment for continuous monitoring of gases must be explosion-proof and equipped with a visible and audible alarm. The principal tests are for oxygen deficiency, explosion range and toxic gases. Testing equipment must be calibrated in accordance with manufacturer's specifications.

E4.4 The Contractor shall ventilate all confined spaces including underground chambers, tunnels, pipes, and shafts as required and approved by the Manitoba Workplace Safety and Health Act (the "Act"). If no ventilation is supplied, a Worker must wear a respirator or supplied air to enter the confined space.

E4.5 Workers must always wear a respirator or supplied air when entering a chamber, manhole or sewer where live sewage is present.

E4.6 The Contractor shall always have a photoionization detector (PID) on Site to monitor potential hydrocarbon vapours in the confined spaces. The gas detector and safety equipment conforming to the Act shall be made available to the Contract Administrator for his/her use during inspections. In addition, the Contract Administrator shall collect discrete air samples for laboratory analysis.

E4.7 The Contract Administrator may issue a Stop Work order to the Contractor if the above guidelines are not being followed. The Contractor shall not resume his operations until the Contract Administrator is satisfied the Contractor is following the appropriate procedures. The Contractor shall have no claim for extra time or costs due to the Stop Work order for not following these safety guidelines.

E5. WATERWAY BY-LAW AND PERMITS

E5.1 The Contractor shall note that all Works fall within 107 meters (350 feet) of the regulated summer water level of the Red River and are within the jurisdiction of the Waterway By-law. The Contract Administrator will apply and arrange for payment by the City for the required Waterway Permits for the permanent Work. The Contractor shall adhere to restrictions imposed by the permit.

E5.2 The Contractor shall be responsible to apply and pay for a Waterway Permit for all temporary Works, including construction of access ramp(s) as outlined in E10.3.1.

E5.3 Under no circumstances will stockpiling of any material be permitted within 107 m (350 ft) of the regulated summer water level of the Red River.

E6. ENVIRONMENTAL PROTECTION PLAN

E6.1 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.

E6.2 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work and are available for viewing at the office of the Contract Administrator.

(a) Federal

- (i) Canadian Environmental Assessment Act (CEAA) c.37
- (ii) Transportation of Dangerous Goods Act and Regulations c.34
- (iii) The Fisheries Act
- (iv) Navigable Waters Protection Act

(b) Provincial

- (i) The Dangerous Goods Handling and Transportation Act D12
 - (ii) The Endangered Species Act E111
 - (iii) The Environment Act c.E125
 - (iv) The Fire Prevention Act F80
 - (v) The Manitoba Heritage Resources Act H39.1
 - (vi) The Manitoba Noxious Weeds Act N110
 - (vii) The Manitoba Nuisance Act N120
 - (viii) The Public Health Act c.P210
 - (ix) The Workplace Safety and Health Act W210
 - (x) And current applicable associated regulations.
- (Note: Provincial regulations updated as of September 1999)

(c) Municipal

- (i) The City of Winnipeg By-law No. 1/2008
- (ii) And any other applicable Acts, Regulations, and By-Laws.

E6.3 The Contractor is advised that the following environmental protection measures apply to the Work.

(a) Materials Handling and Storage

- (i) Construction materials shall not be deposited or stored on riverbanks or river shorelines unless written acceptance from the Contract Administrator is received in advance.
- (ii) Construction materials and debris shall be prevented from entering the Red River. In the event that materials and/or debris inadvertently enter the watercourse, the Contractor shall be required to remove the material and restore the watercourse to its original condition.

(b) Fuel Handling and Storage

- (i) The Contractor shall obtain all necessary permits from Manitoba Conservation 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) Refuelling of mobile equipment and vehicles shall take place at least 100 metres from a watercourse.
 - (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.
- (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) 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 may require special disposal methods (see SC:21.4 D).
 - (iv) Indiscriminate dumping, littering, or abandonment shall not take place.
 - (v) No on-site burning of waste is permitted.
 - (vi) Waste storage areas shall not be located so as to block natural drainage.
 - (vii) Run-off from a waste storage area shall not be allowed to cause siltation of a watercourse.
 - (viii) 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.
 - (ix) 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 wastes 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 100 metres away from the high water line and be dyked.
 - (x) Dangerous goods/hazardous waste storage areas shall not be located so as to block natural drainage.
 - (xi) Run-off from a dangerous goods/hazardous waste storage area 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 Sustainable Development, immediately after occurrence of the environmental accident, by calling the 24-hour emergency phone number (204) 945-4888. The Contract Administrator shall also be notified.
 - (iii) The Contractor shall designate a qualified supervisor as the on-site emergency response co-ordinator for the project. The emergency response co-ordinator 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 co-ordinator:
 - (i) Notify emergency-response co-ordinator of the accident:
 - ◆ identify exact location and time of accident
 - ◆ indicate injuries, if any
 - ◆ request assistance as required by magnitude of accident (Sustainable Development 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
 - ◆ 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
 - ◆ dike spill material with dry, inert sorbet 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 Resume any effective action to contain, clean up, or stop the flow of the spilled product.
- (v) The emergency response co-ordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to Sustainable Development 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.
- (ix) 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 River.

Table 1 Spills that must be reported to the Manitoba Conservation as Environmental Accidents

<u>Classification</u>	<u>Hazard</u>	<u>Reportable Quantity/Level</u>
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	1 kg or 1 L
	PG III	50 kg or 50 L
5.2	Organic Peroxide	1 kg or 1 L
6.1	PG I	1 kg or 1 L
	PG II & III	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	50 kg (except PCB mixtures)
9.1	PCB Mixtures	500 g
9.2	Aquatic Toxic	1 kg or 1 L

9.3

Wastes (Chronic Toxic)

5 kg or 5 L

* Container capacity (refers to container water capacity)

** PG = Packing Group(s)

(f) Vegetation

- (i) Vegetation shall not be distributed without written permission of the Contract Administrator. The Contractor shall protect plants or trees which may be at risk of accidental damage. Such measures may include protective fencing or signage and shall be approved in advance by the Contractor Administrator.
- (ii) Trees damaged during construction activities shall be examined by bonded tree care professionals; viable trees damaged during construction activities shall be pruned according to good practise by bonded tree care professionals. Damaged trees which are not viable shall be replaced at the expense of the Contractor.
- (iii) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 150 x 2400 millimetre wood planks, or suitably protected as approved by the Contract Administrator.
- (iv) Herbicides and pesticides shall not be used adjacent to any surface watercourses.
- (v) All landowners adjacent to the area of application of herbicides or pesticides shall be notified prior to the Work.
- (vi) Trees or shrubs shall not be felled into watercourses.
- (vii) Areas where vegetation is removed during clearing, construction, and decommissioning activities, shall be revegetated as soon as possible in accordance with the landscaping plans forming part of the contract, or as directed by the Contract Administrator.

(g) Red River Navigation Protection

Dangerous Goods/Hazardous Waste Handling and Disposal

- (a) The Red River is open to navigation from approximately mid-April to mid-November, annually. During this period, it will be the responsibility of the Contractor to fully ensure the safety of river users.
- (b) The Contractor shall provide, install, and maintain adequate warning signs and lighting on any structure beyond the water's edge to notify boats and other craft navigating on the Red River that construction is underway. These warnings shall meet the requirements of the City of Winnipeg Waterways Authority and of the Canadian Coast Guard.
- (c) Prior to commencing any applicable operations over the Red River, the Contractor shall provide to the Contract Administrator a copy of all necessary approvals received by the Contractor.

E7. SHOP DRAWINGS

E7.1 Description

- (a) This Specification shall revise, amend and supplement the requirements of CW 1110.
 - (i) The term 'shop drawings' means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, including Site erection drawings which are to be provided by the Contractor to illustrate details of a portion of the Work.
 - (ii) The Contractor shall submit specified shop drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be show on all submissions for Engineering review.

- (iii) Provision of Shop Drawings will be considered incidental to the price for supply and delivery of equipment and materials.
- (b) Shop Drawings
 - (i) Original drawings are to be prepared by Contractor, Subcontractor, Supplier, Distributor, or Manufacturer, which illustrate appropriate portion of Work; showing fabrication, layout, setting or erection details as specified in appropriate sections
 - (ii) Shop drawings for the following structural components shall bear the seal of a registered Engineer in the Province of Manitoba.
 - ◆ Reinforcing steel.
 - ◆ Metal Fabrications.
- (c) Contractor's Responsibilities
 - (i) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
 - (ii) Verify:
 - ◆ Field Measurements
 - ◆ Field Construction Criteria
 - ◆ Catalogue numbers and similar data
 - (iii) Coordinate each submission with requirements of Work and Contract Documents. Individual shop drawings will not be reviewed until all related drawings are available.
 - (iv) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract Documents.
 - (v) Responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator's review of submission, unless Contract Administrator gives written acceptance of specified deviations.
 - (vi) Responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.
 - (vii) The Contractor shall make any corrections required by the Contract Administrator and shall resubmit the Shop Drawings. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Contract Administrator on previous submission.
 - (viii) After Contract Administrator's review and return of copies, distribute copies to subtrades as appropriate.
 - (ix) Maintain one (1) complete set of reviewed shop drawings, filed by Specification Section Number, at the Site of the Work for use and reference of the Contract Administrator and Subcontractors.
- (d) Submission Requirements
 - (i) Schedule submissions at least fourteen (14) Calendar Days before dates reviewed submissions will be needed, and allow for a ten (10) Calendar Day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.
 - (ii) Submit one original print and one digital PDF copy of shop drawings. The Contractor is advised that the Contract Administrator will retain the original copy and return one digital PDF copy to the Contractor
 - (iii) Accompany submissions with transmittal letter, containing:
 - ◆ Date
 - ◆ Project title and Bid Opportunity number
 - ◆ Contractor's name and address
 - ◆ Number of each shop drawing, product data and sample submitted
 - ◆ Specification Section, Title, Number and Clause
 - ◆ Drawing Number and Detail/Section Number

◆ Other pertinent data

- (iv) Submissions shall include:
 - (a) Date and revision dates.
 - (b) Project title and Bid Opportunity number.
 - (c) Name of:
 - (a) Contractor
 - (b) Subcontractor
 - (c) Supplier
 - (d) Manufacturer
 - (e) Separate detailer when pertinent
 - (d) Identification of product of material.
 - (e) Relation to adjacent structure or materials.
 - (f) Field dimensions, clearly identified as such.
 - (g) Specification section name, number and clause number or drawing number and detail/section number.
 - (h) Applicable standards, such as CSA or CGSB numbers.
 - (i) Contractor's stamp, initialed or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents.
- (e) Other Considerations
 - (i) Fabrication, erection, installation or commissioning may require modifications to equipment or systems to conform to the design intent. Revise pertinent shop drawings and resubmit.
 - (ii) Material and equipment delivered to the Site of the Works will not be paid for at least until pertinent shop drawings have been submitted and reviewed.
 - (iii) Incomplete shop drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.
 - (iv) No delay or cost claims will be allowed that arise because of delays in submissions, re-submissions and review of shop drawings.

E8. FLOW CONTROL

E8.1 Description

- E8.1.1 During winter months, land drainage and storm relief sewers can receive flow of an undetermined amount from groundwater infiltration, water main breaks, snow melt and other unforeseen sources.
- E8.1.2 Provide flow control measures to contend with and maintain flow in the existing sewers directed to the outfall pipe being replaced. Flow control measures shall include but not be limited to diversions, flumes and by-pass pumping.
- E8.1.3 Discharge hoses for by-pass pumping shall not be laid across vehicle or pedestrian traffic areas and must be protected from freezing during winter months. Pumping equipment if used, shall be set-up in a location and in such a way to not be a noise problem for nearby residences
- E8.1.4 **Provide a flow control plan the site to the Contract Administrator for review and approval before removing any existing sewer pipe.**
- E8.1.5 In the event the flow in the sewer system is expected to exceed the sewer capacity due to spring runoff, the Contract Administrator may suspend Work activities that require temporary by-pass pumping and temporary shutdown of the Site. Suspension of these activities will continue until the high flow diminishes in the sewer.
- E8.1.6 If in the opinion of the Contract Administrator suspension of Work activities that require temporary by-pass pumping and temporary shutdown of the Site may cause a delay in completion of the Work through no fault of the Contractor, the completion date of the Work may be adjusted accordingly.

E8.2 Payment

E8.2.1 Payment for flow control shall be included under the item "Site Development and Restoration". No separate measurement or payment is to be made.

E9. CHANNEL PROTECTION

E9.1 The ice surface and riverbank channel shall be cleared of construction materials prior to ice break-up. The Contractor shall clean up all materials, including but not limited to: soil, snow fence, construction debris, etc. from this construction activity. All items that will have an adverse impact on the channel shall be removed. Channel Protection shall be considered incidental to the Works of this Contract and no measurement or payment will be made for this item.

E10. SITE DEVELOPMENT AND RESTORATION

E10.1 Description

E10.1.1 This Specification shall cover all aspects of the Site Development and Restoration Work, including but not limited to mobilization and demobilization, coordination with Contract Administrator and other Contractor's working in the area (as required), heating, hoarding, erection, maintenance and removal of safety fencing, swamp mats and materials as required for access, traffic control and signage, sediment control Works, snow clearing, flow control, temporary cofferdams (as required), protection and pruning as required of existing trees, removal and reinstallation of site furniture, office facilities, general access development, access maintenance and removal (including permits required for temporary access works), and Site Restoration.

E10.1.2 The Tender quantities for each Site listed on Form B: Prices include an estimated quantity of Topsoil, Seeding, and Sodding based on pipe trench installation. All Topsoil, Seeding, and Sodding beyond the quantities listed on Form B: Prices will be considered incidental to Site Development and Restoration, and no additional payment will be made for the additional quantities.

E10.1.3 Additional Site specific works included within this specification are the:

- (a) Temporary removal, relocating, and replacing existing site furniture, fencing, temporary structures, and their associated foundations, and other obstructions within easement right-of-ways or as required for site access to complete the Work.
- (b) Heating/hoarding, thawing, and dewatering of outfall pipes as required to complete outfall CCTV inspections.
- (c) Works and permits associated with raising and/or relocating overhead power lines and/or light standards as required to facilitate the Works. Contact the local Manitoba Hydro Office to arrange for Manitoba Hydro Staff to lift power lines, temporarily support utilities, and/or relocate utilities as required. Only Manitoba Hydro staff will be permitted to lift power lines.

E10.2 Materials

E10.2.1 Equipment

All equipment, implements, tools and facilities used shall be of a size and type as required to complete the Work in a reasonable time, approved by the Contract Administrator. The Contractor shall keep all equipment in good Working order, and have sufficient standby equipment available at all times, as required.

E10.3 Construction Methods

E10.3.1 Site and Construction Access

- (a) The Contractor shall be responsible to develop suitable Site access. This includes but is not limited to, temporary bridging over structures, temporary removal and reinstallation of safety fencing, any landscaping and grading repairs, restoration of vegetation, etc. necessary to restore any Site and construction access areas to their

pre-existing condition. Prior to commencing construction the Contractor shall submit their site access plan to the Contract Administrator for approval.

- (b) All construction access ramps from the top bank area down to the edge of the river shall be constructed by excavating to the necessary ramp grade and disposing of the material off Site. Under no circumstances will the excavated material or any additional materials be placed as fill in the ramp area. Detailed construction access ramp drawings are to be submitted to the Contract Administrator for approval a minimum seven (7) days prior to any construction activity on Site. Where access ramps cross over existing pipe alignments and/or where equipment is required to cross over existing pipe alignments, pipe loading calculations (as required) shall be the responsibility of the Contractor.
- (c) The Contractor is responsible for obtaining and paying for all required permits and permissions that are necessary for Site access, including a Waterways Access Permit, if required by the City of Winnipeg. Contact the Riverbank Management Engineer at 986-5159 for information regarding Waterways Permits.
- (d) The locations of the Contractor's construction access ramps shall be restored to the same condition or better than it was prior to the initiation of any Work.

E10.3.2 Frozen Waterways Permit

The Contractor is responsible for obtaining a Frozen Waterway Permit for permission to Work on the river ice. Contact the City of Winnipeg Zoning and Permits Office.

E10.3.3 Diversion of Flows

- (a) Flows such as snowmelt, rainfall, a water main break, or any other flow traveling through the outfall shall be diverted during construction as specified in E8. The cost of the flow diversion is considered incidental to Site Development and Restoration.

E10.3.4 Temporary Cofferd Dam (As Required)

- (a) The Contractor shall erect a temporary cofferdam to provide a safe environment to carry out the Work associated with this project (as required). Cofferdam designs shall be submitted to the Contract Administrator for approval before construction. Where clay material is used, clay shall consist of a high plasticity with a liquid limit in excess of 50%. The clay shall be free of deleterious material such as roots, organic material, ice, snow or other unsuitable materials, and may be salvaged from the on-site excavation, as approved by the Contract Administrator. Frozen material will not be accepted. Material for the cofferdam shall be inspected and approved by the Contract Administrator before construction. Cofferdam materials shall be completely removed following construction.

E10.3.5 Vegetation Removal

- (a) Some vegetation (living trees smaller than 50 mm, fallen larger trees and sod) removal may be permitted in order to facilitate Site access. Existing vegetation shall not be removed without prior approval from the Contract Administrator. The Contractor shall load and haul any removed vegetation, and dispose of the material off Site immediately upon collection. Stockpiling shall not be permitted unless written approval has been obtained from the Contract Administrator.

E10.3.6 Snow and Ice Removal

- (a) Snow cover shall be cleared from the riverbank and hauled off-site prior to placement of the rock fill riprap. The methodology to clear the snow shall be subject to the approval of the Contract Administrator.
- (b) Ice at the shoreline of the River shall be broken and cleared before the placement of riprap below ice level. Care shall be taken to ensure that the ice is removed, and does not become trapped below rock fill riprap placement.

E10.3.7 Safety Fence

- (a) The Contractor shall erect and maintain for the duration of the project a safety fence, acceptable to the Contract Administrator, to restrict access to the Site. The fencing shall enclose the entire Site with appropriate gates or openings that are closed at the end of each Work day. Appropriate signs shall be erected to warn all recreational users of the river that an open water hazard exists. This shall include but not be limited to snowmobilers and skiers. The installed fencing shall consist of Dupont Number L70 orange plastic safety fence or approved equal in accordance with B7, with a mesh spacing of 45 mm, constructed as shown in the contract drawings. Upon completion of the Work, the fence shall be removed and disposed of off Site.

E10.3.8 Environmental Regulations

- (a) The Contractor shall adhere to all relevant Federal and Provincial environmental regulations.
- (b) The Contractor shall plan to Work in accordance with the current environmental regulations of "Manitoba Stream Crossing Guidelines for Protection of Fish and Fish Habitat", Fisheries and Oceans, and Manitoba Natural Resources.
- (c) The Contractor shall supply, in writing, prior to commencement of Work on-site, a detailed plan for sediment control on this project.
- (d) The Contractor shall ensure that sufficient supplies of suitable spill kits are on-site to cleanup minor spills, should they occur. The Contractor shall supply the name, address and phone number of a local supplier, where additional kits are available on short notice

E10.3.9 General Site Cleanup and Restoration

- (a) All areas of the construction Site shall be restored to a condition at least equivalent to its original condition prior to initiation of Work. This may include, but is not necessarily limited to the Contractor's lay down area, the removal of the Contract Administrator Site trailer, and removal of all temporary fencing.

E10.4 Method of Measurement and Payment

E10.4.1 Site Development and Restoration

- (a) The Site development and restoration will be measured and paid for at the Contract Lump Sum Price for "Site Development and Restoration", which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.
- (b) 50% of the Site Development and Restoration unit price will be paid on the first progress payment following commencement of the work on the Site.
- (c) The remaining 50% of the Site Development and Restoration unit price will be paid subsequent to the completion of the Work and restoration and clean-up of the Site.

E10.4.2 Topsoil and Sod

- (a) Further to E10.1.2 where topsoil and sodding is required to restore the project site and laydown areas to preconstruction conditions it shall be considered incidental to Site Development and Restoration. No separate payment shall be made for topsoil and sod in these areas.

E11. INSTALLATION OF SILT FENCE

E11.1 Description

- E11.1.1 This specification covers the erection of temporary silt fencing, which shall be installed and maintained at the locations shown on the Drawings or as directed by the Contract Administrator, to control runoff and minimize the release of detrimental silt loading to watercourses.

E11.1.2 The scope of Work included in this specification is as follows:

- (a) Supply and Install temporary silt fencing at the locations as indicated on the Drawings or as directed by the Contract Administrator, in accordance with the detailed drawing provided, immediately upon completion of the riprap placement and prior to undertaking any other activities on the Site where silt fencing is required.
- (b) Maintain the silt fencing in serviceable condition throughout the entire duration of activities at the Site where silt fencing is required, including final restoration and cleanup of the construction Site.
- (c) Remove the silt fencing and restore the area where the fencing was installed, without further disturbing the area and without releasing any deleterious substances to the adjacent watercourse.

E11.2 Materials

E11.2.1 Fence Posts

- (a) Fence posts shall be 100 mm diameter untreated wood posts or 50 mm diameter steel.

E11.2.2 Filter Fabric

- (a) Filter Fabric Shall be a woven geotextile material specifically designed for a silt fence applications, meeting the following minimum requirements:

Property	Test Method	Value
Grab Tensile Strength	ASTM D 4632	0.55 kN
Grab Tensile Elongation	ASTM D 4632	15%
Mullen Burst	ASTM D 4786	2060 kPa
Puncture	ASTM D 4833	0.285 kN
Trapezoid Tear	ASTM D 4533	0.285 kN
UV Resistance	ASTM D 435	5 80 % @ 500 hrs
Apparent Opening Size (AOS)	ASTM D 4751	0.60 mm
Flow Rate	ASTM D 4491	405 l/min/m ²

Acceptable Product: "Amoco 2130 Silt Fence Fabric" or approved equal in accordance with B7.

E11.2.3 Wire Mesh

- (a) Wire mesh shall be galvanized or plain metal with wire gauge = 3.0 mm, wire spacing @ 150 mm o/c.

E11.2.4 Fencing Material Fasteners

- (a) Staples or wire ties of sufficient strength and spacing to withstand 500 N (100 lbf) pull test at any point on the wire mesh.

E11.3 Construction Methods

E11.3.1 Ensure that no deleterious substances are discharged into the adjacent watercourse at any time during construction activities.

E11.3.2 Silt Fence Installation

- (a) Excavate 150 x 150 anchor trench along alignment of silt fence as indicated.
- (b) Install fence posts as indicated. Ensure that fence posts are firmly driven into undisturbed soil, or are completely and firmly backfilled if installed via auger methods. Attach wire mesh as support backing for silt fence filter fabric with fasteners as specified in E11.2.4. Attach silt fence filter fabric on top of wire mesh in similar

fashion. Overlap any fence seams (wire mesh or filter fabric) by 450 mm minimum. Ensure that wire mesh and filter fabric are installed on the upslope side of the post and are fully laid in anchor trench as shown.

- (c) Install and compact impermeable excavated materials into anchor trench and slope as indicated. Compact to 95% of maximum dry density (ASTM D-698).

E11.3.3 Silt Fence Maintenance

- (a) Inspect silt fence daily, prior to starting any other construction activities. If fence posts are found loose or not upright, repair in accordance with installation procedure as specified in E11.3.2. If silt fence is found to be loose or torn, repair or replace as necessary to comply with E11.3.2.
- (b) If silt deposition at the fence is 300 mm or more in depth, carefully remove and dispose of silt offsite without disturbing silt fence.

E11.3.4 Silt Fence Removal

- (a) The silt fence shall remain in place until new vegetation growth has established on the bank, as determined by the Contract Administrator.
- (b) Upon authorization of the Contract Administrator, remove all fence posts, wire mesh, fabric, and fasteners from Site.
- (c) Restore areas disturbed in accordance with E10 without releasing any deleterious substances to the adjacent watercourse.

E11.4 Measurement and Payment

E11.4.1 The supply, placement, and removal of silt fence shall be measured on a length basis and paid for at the Contract Unit Price per lineal metre for "Silt Fence". The length to be paid for shall be the total number of metres supplied and placed in accordance with this Specification, accepted and measured by the Contract Administrator. Payment of silt fence shall be in accordance with the following payment schedule:

- (a) Sixty percent (60%) of the Contract Unit Price per lineal metre for "Silt Fence" shall be paid following supply and installation.
- (b) Forty percent (40%) of the Contract Unit Price per lineal metre for "Silt Fence" shall be paid following final removal.

E11.4.2 Removal of accumulated sediment from the silt fence is considered incidental to the Work and no separate measurement or payment will be made.

E12. TREE REMOVAL

E12.1 Description

E12.1.1 This specification shall cover the removal of existing trees.

E12.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E12.2 Materials

E12.2.1 Existing Trees to be Removed

- (a) The existing trees to be removed include, but not limited to ash, elm, cottonwood, basswood, oak, pine, maple, spruce, etc., all of which may be cut with standard chain saw equipment. The existing trees range from 50 mm to 1,000 mm diameter.

E12.3 Construction Methods

E12.3.1 Prior to commencement of the Work the Contract Administrator shall identify all trees for removal. The Contractor shall cut down only trees designated to be removed, and grub out

all stumps and roots greater than 100 mm diameter. In general, the Contractor shall start at the top of the tree and remove branches or trunks not longer than 2 m. Trees are to be felled so as to land within the limits of the Works. The Contractor shall load and haul all trees, stumps, roots, logs, brush, rubbish and all other surface litter from the Site and dispose of these materials at an approved disposal Site, acceptable to the Contract Administrator.

E12.3.2 The Contractor shall take all precautions to prevent damage to structures, adjacent property and to trees and shrubs. In the event of damage, the Contractor will be held liable, and shall be required to provide appropriate restoration at his cost, to the satisfaction of the Contract Administrator.

E12.3.3 Any trees damaged during construction activities shall be examined by a bonded tree care professional and pruned as required. Damaged trees which are not viable shall be replaced by the Contractor at his own cost.

E12.4 Measurement and Payment

E12.4.1 The removal of existing trees shall be measured on a per tree basis and paid for at the Contract Unit Price per unit for the "Items of Work" listed below. The amount to be paid shall be the total number of trees removed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work: Tree Removal

i. 50 mm to 249 mm Diameter

ii. 250 mm to 500 mm Diameter

iii. Greater than 500 mm Diameter

E12.4.2 The removal of trees and brush less than 50 mm diameter is considered incidental to the Work and no separate measurement or payment will be made.

E13. PROTECTION OF EXISTING TREES

E13.1 The Contractor shall take the following precautionary steps to avoid damage from construction activities to any existing trees not marked for removal within the limits of the construction area.

E13.1.1 Do not stockpile materials and soil or park vehicles and equipment within 2 metres of trees.

E13.1.2 Strap mature tree trunks with 25 x 150 x 2400 wood planks. Smaller trees shall be similarly protected using appropriately sized wood planks.

E13.1.3 Safety fencing (material in accordance with E10.3.7) shall be installed around the tree drip line.

E13.1.4 Excavations shall be carried out in a manner to minimize damage to existing root systems. Where roots must be cut to facilitate an excavation they shall be neatly pruned at the face of the excavation and coated with an appropriate wound dressing to prevent infection.

E13.1.5 Work on Site shall be carried out in a manner to minimize damage to existing tree branches. Where damage to tree branches does occur, the Contractor shall neatly prune the damaged branch.

E13.1.6 American elm trees shall not be pruned between April 1st and August 1st and Siberian elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.

E13.2 All damage to existing trees due to construction activities shall be repaired to the requirements and satisfaction of the City of Winnipeg, Public Works Department, Forestry Branch at the Contractor's expense.

E13.3 Costs for protection of trees shall be considered incidental to Site Development and Restoration. No separate measurement or payment will be made.

E14. ROCKFILL RIPRAP

E14.1 Description

E14.1.1 This Specification shall cover the temporary removal and re-installation of existing rockfill riprap on Site and the supply and placement of new rockfill riprap (as required).

E14.1.2 Further to E14.1.1, the existing riprap around the pipe outlet should be carefully removed at the beginning of construction and temporarily stored by the Contractor so that it can be salvaged and re-used following completion of pipe installation Works. The intent is to re-use as much of the existing riprap as possible. New rockfill riprap is intended to supplement the existing riprap on site as required to achieve the required subcut depths and tie into the existing riprap blanket on either side of the outfall and shall be installed in accordance with this Specification

E14.1.3 The rockfill material for use as riprap shall consist of a clean free draining, sound, dense, durable, crushed rock. The material shall be free from organics, roots, silts, sand, clay, snow, ice or any other material that would detract from the strength and drainage characteristics of clean rockfill.

E14.1.4 Individual particles shall be shaped such that no dimension is greater than two times the smallest dimension. Flat, elongated, or platy particle shapes will not be accepted.

E14.1.5 Should the Contractor choose to use limestone, it shall be durable white crystalline limestone. Softer buff to yellow dolomite or dolostone will not be accepted.

E14.1.6 The rockfill material shall meet the following requirements:

Parameter	Test Method	Specified Limit
Bulk Specific Gravity	ASTM C127	2.6 minimum
Absorption	ASTM C127	2.5 % maximum
LA Abrasion Loss	ASTM C131	32% maximum
Soundness	ASTM C88	13% maximum
Gradation	ASTM D5519	See below

E14.1.7 Rockfill riprap shall be well graded having a full range and even distribution of sizes and shall conform to the following gradation:

<u>Canadian Metric Sieve Size (millimeters)</u>	<u>Percent of Total Dry Weight Passing Each Sieve</u>
450	100%
250	15-50%
150	0-15%

E14.2 Submittals

E14.2.1 The Contractor shall submit the proposed supplier(s) and location of quarry Sites for supply of new riprap.

E14.2.2 Representative samples of the rockfill riprap submitted for material testing purposes shall be completed as specified herein.

E14.3 Quarry Sites

E14.3.1 Contractors supplying rockfill riprap shall be responsible for demonstrating that the material is of adequate quality and volume to meet the material specifications contained herein.

E14.4 Testing and Approval

- E14.4.1 All materials set forth in this Specification shall be subject to inspection and testing by the Contract Administrator or by the testing laboratory designated by the Contract Administrator. There shall be no charge for any materials taken by the Contract Administrator for testing purposes.
- E14.4.2 The Contract Administrator will visit proposed quarry Sites for inspection of the proposed rockfill material and quarry faces a minimum of fourteen (14) days prior to supply and placement of riprap.
- E14.4.3 No supply and placement of riprap will be permitted prior to the Contract Administrator reviewing the source.
- E14.4.4 The procedures for preparation of all rockfill samples for use in material inspection and testing shall be subject to review and acceptance by the Contract Administrator for individual tests. The samples may be obtained from crushed and processed material at the sizing necessary for specific tests if the material is deemed to be representative of the riprap that will be used, subject to the acceptance of the Contract Administrator.
- E14.4.5 The testing frequency necessary to confirm the material quality will be specified at the discretion of the Contract Administrator.

E14.5 Construction Methods

- E14.5.1 Existing rockfill riprap around the pipe outlet shall be carefully removed at the start of construction and temporarily stored by the Contractor.
- E14.5.2 Rockfill riprap shall be restored over the pipe excavation after the excavation is backfilled to the lines and grades shown on the Drawings. Riprap shall be placed over the geotextile membrane at the location of the backfilled outfall excavation as shown on the Drawings.
- E14.5.3 Rockfill Riprap shall be pushed or rolled into place in such a manner that the larger rocks are uniformly distributed and the smaller rocks serve to fill the places between the larger rocks such that excessive segregation of the various particle sizes does not occur.
- E14.5.4 Sufficient levelling shall be done to produce a neat and uniform surface, conforming to the shape and dimensions shown on the Drawings.
- E14.5.5 The allowable fill tolerances shall be within ± 50 mm of the grades and thickness shown on the Drawings, provided positive downslope grading is achieved.
- E14.5.6 Provide a smooth uniform surface from the existing grade and new riprap when placing outside edges or transitions, as accepted by the Contract Administrator.
- E14.5.7 Temporary stockpiling of riprap along the riverbank shall not be permitted. Material shall be placed to the required lines and grade shown the Drawing immediately upon delivery to the Site.

E14.6 Measurement and Payment

- E14.6.1 The temporary removal and re-installation of existing riprap on Site shall be measured on a volume basis and paid for at the Contract Unit Price for "Temporary Removal and Re-Installation of Existing Rockfill Riprap". The volume measured and to be paid for shall be the total volume as measured in field of rockfill riprap temporarily removed and re-installed in accordance with the construction methods indicated in this Specification, as measured and accepted by the Contract Administrator in field.
- E14.6.2 The supply and placement of new rockfill riprap shall be measured on a weight basis and paid for at the Contract Unit Price for "Rockfill Riprap". The weight to be paid for shall be the total number of metric tonnes of rockfill supplied and placed in accordance with this Specification, as measured by a certified weigh scale and accepted by the Contract Administrator.

E14.6.3 The Contractor shall provide the weigh tickets to the Contract Administrator for the material supplied to the Site at the time of delivery. No payment will be made for any weigh tickets which are not supplied at the time of delivery, or which are lost.

E15. OUTFALL SEWER REPAIRS

E15.1 Description

This Specification shall amend and supplement Standard Specifications CW 2130, CW 2160, and CW 3610

The Work to be done by the Contract under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Work hereinafter specified.

E15.2 Materials

E15.2.1 Handling and Storage of Materials

All materials shall be handled and stored in a careful and professional manner, to the satisfaction of the Contract Administrator.

E15.2.2 Testing and Approval

All materials supplied under this Specification shall be subject to inspection and testing by the Contract Administrator or by the Testing Laboratory designated by the Contract Administrator. There shall be no charge to the City for any materials supplied for testing purposes.

E15.2.3 Slip Joint

- (a) Shop drawings shall be submitted for all slip joints. Slip joints are to be 3 mm thick and 2 m in length. The slip joint shall be installed as shown on the Drawings.
- (b) Galvanizing shall be hot-dip conforming to the requirements of CSA G164-N1981, to a minimum net retention of 600g/m². All bolts and nuts shall be galvanized steel conforming to ASTM A-325. All welding shall be fully approved by the Canadian Welding Bureau in conformance with CSA Standard W.47.1. Welding splatter and other fabricator burrs, where exposed, shall be ground off and/or field smooth, and left ready for subsequent operations. All miscellaneous metal, after fabrication, shall be hot-dip galvanized.

E15.2.4 Galvanized Primer

Galvanized primer for repair of damaged coating shall be zinc rich, ready mix to CGSB-1- GP-181M.

E15.2.5 Pipe Foundation, Bedding and Backfill Material

- (a) Pipe foundation, bedding, initial backfill, and backfill material shall be as indicated on the Drawings. Where bedding and backfill is not shown on the Drawings, sand bedding and Modified Class 2 backfill material as per CW 2030 shall be used, modified to have 0.6 m of compacted excavated Site select material as opposed to the detailed 0.3 m of compacted excavated material.

E15.2.6 CSP Outfall Pipe wall thickness

- (a) The CSP outfall thickness shall be as specified on the Drawings.

E15.2.7 Debris Grating

- (a) The existing 1400mm diameter debris grate shall be modified as specified on the Drawings. Shop Drawings for the modified bolting components shall be submitted and shall be installed as shown on the Drawings. Galvanizing shall be hot-dip conforming to requirements of CSA G164- N1981 to a minimum net retention of

600g/m². All bolts and nuts shall be typical steel, conforming to ASTM A-320 Grade B8M. All welding shall be fully approved by the Canadian Welding Bureau in conformance with CSA Standard W47.1. Welding shall be done by currently licensed welders only. Welding splatter and other fabricator burrs, where exposed, shall be ground off and/or filed smooth, and left ready for subsequent operations. All miscellaneous metal, after fabrication, shall be hot-dip galvanized. No separate measurement will be made for hot-dip galvanizing.

E15.2.8 Clay Plug

- (a) The impervious clay plug near the end of the outfall pipe shall consist of a high plasticity clay material, with a liquid limit in excess of 50%. The clay shall be free of deleterious material such as roots, organic material, ice, snow or other unsuitable materials, and may be salvaged from the on-site excavation, as approved by the Contract Administrator. Frozen material will not be accepted.

E15.2.9 Polymer Coated Pipe

(a) Pipe

Sewer pipe shall be Armtec Polymer Coated Trenchcoat Hel-Cor Lockseam Corrugated Steel Pipe (CSP) or approved equivalent in accordance with B7, of diameter, corrugation and wall thickness as shown on the Drawings.

(b) Coupling

Coupling Systems for the pipe are to be Armtec Polymer Coated Trenchcoat H500 Huger Band Couplers complete with O-ring Elastomeric Gaskets, or approved equivalent in accordance with B7.

E15.2.10 Weholite HDPE Pipe

(a) Pipe

- (i) Sewer pipe shall be InfraPipe Solutions Ltd. Weholite RSC250 Large Diameter Structural Conveyance Pipe or approved equivalent in accordance with B7, of diameter as shown on the Drawings.

(ii) **Weholite Representative Contact:**

Mark Lister

Regional Sales Manager – Weholite

Mark.Lister@infrapipes.com

1-416-882-6751

E15.2.11 Equipment

- (a) All equipment, implements, tools and facilities used shall be of a size and type as required to complete the Work in a reasonable time, approved by the Contract Administrator. The Contractor shall keep all equipment in good Working order, and have sufficient standby equipment available at all times, as required.

E15.3 Construction Methods

E15.3.1 Trench Shoring And Excavation

- (a) Where required, trench excavations shall be dug and maintained using a wood or steel shoring, designed and sealed by a Structural Professional Engineer who is a practicing member of the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM). The Contractor shall provide AutoCAD shop Drawings to the Contract Administrator, for review, prior to the start of excavation. Work must be completed in accordance with CW 2030, unless otherwise indicated by the Contract Administrator.
- (b) The Contractor shall take precautionary steps to prevent damage from construction activities to adjacent private property. All damage to adjacent private property caused by the Contractor's activities shall be repaired to, equal or better condition than prior

to construction, as approved by the Contract Administrator. No separate measurement or payment will be made for the protection of adjacent private property.

E15.3.2 Pipe Foundation

- (a) In-situ soils shall be excavated to the trench width and subgrade elevations specified on the Drawings.
- (b) The subgrade shall be proof rolled to inspect for soft spots.
- (c) Where soft spots are observed, the subgrade shall be further sub-excavated and filled with additional compacted granular material to the depths specified by the Contract Administrator.
- (d) Separation geotextile shall be installed between granular material and the in-situ soils.
- (e) 50 mm crushed granular material shall be placed in lifts not thicker than 150mm, and compacted to 100% Standard Proctor density.

E15.3.3 Bedding and Initial Backfill

- (a) **Bedding and Initial Backfill - Contractor shall submit a detailed Backfilling Procedure and Pipe Protection Plan to the Contract Administrator a minimum of five (5) days prior to Construction. The Backfilling Procedure and Pipe Protection Plan submittal at a minimum shall include:**
 - (i) **Methods for how the cement stabilized fill will be delivered and placed on site.**
 - (ii) **Methods and description for how the pipe will be supported to prevent against buoyancy during backfilling operations. This should include specified lift heights and temporary bracing as required (to be designed by Contractor).**
 - (iii) **Description of Contractor's means and methods for heating and hoarding of cement stabilized fill material while curing as required and in accordance with CW2160 and Cold Weather Requirements E23.**

E15.3.4 Backfill

- (a) Backfilling above the pipe shall be in accordance with CW 2030 for Modified Class 2 backfill. The top 600 mm of backfill is to be Site select excavated material, as approved on Site by the Contract Administrator, not the standard 300 mm excavated material. The Contractor shall ensure the compaction equipment utilized, is consistent with degree of compactive effort required to achieve the specified densities, and adequately protects against overloading the pipe.

E15.3.5 Clay Plug

- (a) Construct the impervious clay plug in lifts not exceeding 150 mm, alternating from side to side. The Contractor shall achieve 100% STDD for each lift, and shall arrange for the Contract Administrator to inspect each lift of the clay plug prior to beginning the next lift.

E15.3.6 Removal and Installation of CSP

- (a) CSP field cuts shall be straight circumferential cuts. Clean all ends free of burrs etc., and touch up all areas affected by Work with galvanized primer.
- (b) The Contractor shall excavate and dispose of the existing outfall piping and debris grate in accordance with the Standard Construction Specifications.
- (c) All outfall pipes shall be installed as shown on the Drawings and in accordance with CW 3610.
- (d) All pipes shall be laid to the established line and grade.
- (e) The existing outfall pipes shall be temporarily removed or otherwise protected as approved by the Contract Administrator.

- (f) Work required for Supply and Installation of Outfall Pipe, where the existing pipe alignment is used, as specified on the Drawings, shall include removal and disposal of the existing outfall pipe, including removal of existing debris grates, concrete collars and headwalls, slip joints, and any debris found within.

E15.3.7 Connections

- (a) Provide lean mix concrete pipe bedding and backfill to the lines and grades as detailed in the Contract Drawings.
- (b) Slip joints are to be internal unless noted otherwise on the Drawings.
- (c) The slip joints are to be installed in locations as shown on the Drawings and as directed by the Contract Administrator. Angle brackets are to be located at the 9:00 and 3:00 o'clock position unless approved otherwise by the Contract Administrator. Bolts are to be tightened evenly throughout the coupler.

E15.3.8 Polymer Coated CSP Pipe

- (a) Polymer Coated pipe shall be installed in accordance with the manufacturer's instructions.
- (b) All pipe and couplers shall conform to CSA G401-01 "Corrugated Steel Pipe Products".
- (c) Field cutting and welding of pipe will require repairs to the polymer coating. All field welds and cuts on polymer coated pipe shall be repaired using Ranbar Tri-spec-515-7 black synthetic coating or approved equivalent in accordance with B7. Surfaces are to be clean and dry and free from grease, oil, dirt and rust. Following the repair process, the field coating must be fully cured prior to exposure to water, soil or debris.

All repairs to be in accordance with CSA G401-01, Section 5.3.

E15.3.9 Weholite HDPE Pipe

- (a) Weholite HDPE Pipe shall be installed in accordance with the manufacturer's instructions.
- (b) Connections/Fusing - the HDPE pipe should be joined by the method of thermal butt fusion, as outlined in ASTM D 2657, Heat Joining Polyolefin Pipe and fittings. Butt fusion joining of the pipe and fittings shall be performed in accordance with the procedures recommended by the manufacturer. The temperature of the heater plate shall not exceed 425 degrees Fahrenheit (+/- 25 degrees Fahrenheit). The joining interfacial pressure should not exceed 25 pounds per square inch of projected end area for European design fusion machines or 75 pounds per square inch of projected end area for American design fusion machines.
- (c) Sealing the Cut Ends of Weholite Pipe - All cut ends and cut-out sections of the HDPE spiral wound pipe shall be sealed by a method to be determined by the pipe supplier and approved by the Contract Administrator.

E15.3.10 Re-Installation of Existing Debris Grate

- (a) Debris Grate shall be re-installed with modified bolts as detailed and in the location shown on the Drawings.

E15.3.11 Shop Drawings and Submittals

- (a) Submit prepared shop drawings for the: polymer coated CSP, Weholite HDPE, temporary trench shoring, and modified debris grate bolt details in accordance with Clause 1.5 of CW 1110, E7, and E26.
- (b) The Contractor shall submit at least one (1) week prior to the commencement of Work, the installation procedure for the Weholite HDPE pipe including joining and end treatments.
- (c) The fusing of the pipe liner must be performed by qualified personnel with a minimum of three (3) years of experience in HDPE pipe fusing. The Contractor shall submit proof of experience, in writing, within three (3) Calendar Days of request by the

Contract Administrator. The Contractor shall submit the installation procedure at least one (1) week prior to the commencement of the Work.

E15.3.12 Soft Digging

- (a) Location of underground structures as shown on the Drawings are based on the best information available. Soft digging is required to confirm and verify elevations of the pipe and the existing adjacent rockfill columns to facilitate the Work and Contractor's shoring design as indicated on the Drawings.

E15.4 Method of Measurement and Payment

E15.4.1 Removals

- (a) No separate payment is to be made for pipe removal where the installation of pipe is an online replacement.
 - (i) The removal of existing debris grates, slip joints, concrete collars, excavation, pipe removal, and where applicable, backfill, shall be incidental to online pipe replacement and no separate payment is to be made.

E15.4.2 Supply and Installation of Outfall Pipe

- (a) The supply and installation of new outfall pipe shall be measured on a linear basis. The length to be paid for shall be the total number of linear meters of pipe, measured from the tie-in point to the tip of the manufactured bevelled end section, horizontally above the center of the pipe installed in accordance with this Specification and acceptable to the Contract Administrator.
- (b) Beveling the end section of pipe, where applicable, shall be considered incidental to the installation of the outfall pipe and no separate payment will be made.
- (c) Separate measurement will be made for each size and class of outfall pipe.
- (d) Payment for fusing and temporary bracing (as required to facilitate installation of bedding and initial backfill specified) shall be included in the price per metre of HDPE Spiral Wound Pipe installed.
- (e) Supply and installation of new outfall pipe will be paid for at the Contract Unit Price for "Items of Work" listed below, measured specified herein, which price shall be payment in full for supplying all materials and performing all operations described and all other items incidental to the Work included in this Specification.

Items of Work:

Supply and Installation of Outfall Pipe

- a) 1500 mm diameter CMP (3.5 mm) c/w polymer coating
- b) 1520 mm ID Weholite HDPE RSC250

E15.4.3 Bedding and Initial Backfill

- (a) The supply and installation of the specified cement stabilized flowable fill pipe bedding and initial backfill shall be measured on a volume basis. The volume to be paid for shall be the total number of cubic meters (m³) of cement stabilized fill installed in accordance with the Drawings and Specifications herein and acceptable to the Contract Administrator.
- (b) Supply and installation of cement stabilized flowable fill for pipe bedding and initial backfill will be paid for at the Contract Unit Price for "Items of Work" listed below, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations described and all other items incidental to the Work included in this Specification.

Items of Work:

- a) Supply and Installation of Cement Stabilized Flowable Fill for Pipe Bedding and Initial Backfill

E15.4.4 Backfill

- (a) The supply and installation of the specified final backfill is considered incidental to the Supply and Installation of Outfall Pipe. No separate payment will be made for supply and installation of backfill.

E15.4.5 Supply and Installation of Pipe Fittings

- (a) Pipe Fittings shall be understood to include internal slip joints.
- (b) Measurement and Payment will be on a per Unit basis for each diameter, material type and fitting type indicated on the Drawings. The units to be paid for shall be the total number of fittings installed in accordance with this Specification and acceptable to the Contract Administrator as computed from measurements made by the Contract Administrator.
- (c) The Unit Price shall include all work and materials, including modifications to the pipe on either side of the fittings, as required, to install the fittings.

Items of Work:

- a) 1500 mm diameter polymer coated internal slip joint

E15.4.6 Clay Plug

- (a) Construction of the clay plug is considered incidental to installation of pipe. No separate payment will be made for installation of the clay plug.

E15.4.7 Removal and Re-Installation of Existing Debris Gate

- (a) The temporary removal and re-installation of the existing Debris Gate shall be measured on a lump sum basis which shall be installed in accordance with this Specification and acceptable to the Contract Administrator.
- (b) Removal and Re-Installation of Existing Debris Gate will be paid for at the Contract Lump Sum Price for "Removal and Re-Installation of Existing Debris Gate", measured as specified herein, which price shall be payment in full for performing all operations described and all other items incidental to the Work included in this Specification.

Items of Work:

Removal and Re-Installation of Existing Debris Gate

- a) 1400 mm diameter Debris Gate

E15.4.8 Soft Digging

- (a) Soft digging shall be measured on a time (hourly) basis and paid for at the Contract Unit Price for "Verification of Existing Infrastructure using Soft Digging Methods, which price shall be payment in full for performing all operations described and all other items incidental to the Work included in this Specification and on the Drawings.

E16. **CONSTRUCTION OF CONCRETE COLLAR**

E16.1 Description

- E16.1.1 All concrete work in this project, materials and construction methods, shall be according to the Drawings, Details and this specification.

E16.2 Materials

Concrete Mix Design

Concrete mix design and steel reinforcement shall be as indicated on the Drawings and in accordance with E22 (Cast in Place Concrete Construction).

E16.2.1 Cold Weather Requirements

Cold weather requirements shall be in accordance with E23 (Cold Weather Requirements).

E16.3 Construction Methods

E16.3.1 Cast in place Concrete Construction

- (a) Construct cast in place concrete in accordance with CW 2160, except as supplemented, revised or amended in this specification and as indicated in the construction notes on the Drawings.
- (b) Adjust the location of reinforcing steel adjacent to openings to frame those openings in accordance with good practice, and maintain the bar spacing intent.
- (c) Do not use welded splices for reinforcing steel.
- (d) Order all wall reinforcing steel in lengths to best suit the spacing of walers so that reinforcing bars will not be bent or misformed in order to remove the walers.

E16.3.2 Backfill

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

E16.3.3 Grout

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

E16.4 Measurement and Payment

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

Items of Work: Construction of Concrete Collar

- a) 1500 mm diameter Angled Concrete Collar
- b) 1500 mm diameter Concrete Collar

E17. RIVERBANK REGRADING

E17.1 Description

E17.1.1 This Specification shall cover the riverbank regrading at the site, including excavation and reworking of excavated material, and imported impervious clay supply and placement.

E17.1.2 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for an incidental to the satisfactory performance and completion of all work as hereinafter specified.

E17.2 Materials

E17.2.1 The Contractor shall be responsible for the supply, safe storage and handling of all materials set forth in this Specification.

E17.2.2 Native Material to be Excavated

- (a) The materials covered in this specification consist of the in-situ overburden soils, and may include but not necessarily be limited to organic topsoil, clay, silt, sand, gravel, fill, rubble, roots, riprap, concrete blocks, etc., all of which may be excavated with standard hydraulic excavation equipment.

E17.2.3 Clay Backfill

- (a) The impervious clay backfill to be used for riverbank regrading shall consist of a high plasticity clay material, with a liquid limit in excess of 50%. The clay shall be free of deleterious material such as roots, organic material, ice, snow or other unsuitable materials, and may be salvaged from the on-site excavation, as approved by the Contract Administrator. Frozen material will not be accepted.

E17.3 Construction Methods

E17.3.1 General

- (a) The riverbank regrading will be completed in the mid and upper bank portions of the bank. The limits of the riverbank regrading will be laid out in the field by the Contract Administrator.

E17.3.2 Native Material to be Excavated

- (a) All excavated material shall be removed off site immediately upon excavation or stockpiled as directed by the contract administrator.

E17.3.3 Clay Backfill

- (a) The depressions within the limits of the existing mid and upper bank shall be infilled with clay backfill material. The clay backfill material shall be pushed and kneaded into place to ensure that the entire excavated volume is entirely filled with clay, and that no void spaces remain. The clay backfill shall be compacted to a minimum of 95% of the SPMDD.
- (b) Clay backfill for placement within the limits of the existing mid and upper bank shall not be stockpiled on the riverbank.

E17.4 Measurement and Payment

E17.4.1 Basis of Measurement

- (a) The supply and placement of the riverbank regrading will be measured on a volume basis. The volume to be paid for shall be the total number of cubic metres of "Riverbank Regrading", supplied and placed in accordance with this Specification, as measured in the field and accepted by the Contract Administrator.

E17.4.2 Basis of Payment

- (a) The supply and placement of riverbank regrading will be paid for at the Contract Unit Price per cubic metre for the "Riverbank Regrading", measured as specified herein, which shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.

E18. GEOTEXTILE

E18.1 Description

- E18.1.1 This Specification shall cover the supply and placement of the geotextile fabric below the rockfill riprap.

E18.2 Materials

- E18.2.1 Each geotextile roll to be used shall be tagged to provide product identification for inventory and quality control purposes.

E18.2.2 Geotextile rolls shall be furnished with suitable wrapping for protection against moisture and extended exposure from the sun, and contamination from dirt, dust, and any other deleterious materials. The geotextile shall remain wrapped in a protective covering until it is used.

E18.2.3 Non-woven geotextile fabric shall meet or exceed the following requirements:

Parameter	Test Method	Minimum Criteria
Grab Tensile Strength	ASTM D4632	900 N
Mullen Burst	ASTM D3786	2600 kPa
Puncture	ASTM D4833	550 N
Trapezoidal Tear	ASTM D4533	350 N
Apparent Opening Size	ASTM D4751	1.2 mm
Permittivity	ASTM D4491	1.2 sec ⁻¹
Flow Rate	ASTM D4491	60 L/sec/m ²

E18.2.4 Suitable products shall be Tencate Mirafi 180 N or approved equivalent in accordance with B7.

E18.3 Construction Methods

E18.3.1 Geotextiles shall consist of non-woven fabric.

E18.3.2 All Work related to the geotextile storage, handling, and installation shall comply with the procedures and recommendations of the manufacturers, and as accepted by the Contract Administrator.

E18.3.3 Snow and ice shall be cleared from the riverbank in accordance with E10 prior to placement of geotextile.

E18.3.4 The fabric shall be loosely laid in order to allow conformity to the bedding surface. Folds and wrinkles in the fabric shall be avoided. Pins, nails or weights shall be installed to hold the fabric in place such that placement of fill material will not excessively stretch or tear the fabric and seam overlaps will be maintained.

E18.3.5 The fabric shall be overlapped in a downstream direction (upstream panel overtop of downstream panel) at all joints a minimum of 600 mm. The overlap shall be pinned or secured as approved by the Contract Administrator.

E18.3.6 A minimum of 300 mm of material shall be placed over the fabric prior to equipment passage.

E18.3.7 Riprap shall be placed on the geotextile in such a manner that the geotextile is not damaged, torn, excessively stretched, or punctured.

E18.3.8 Any damaged geotextile, as identified by the Contract Administrator, shall be repaired immediately at the Contractors own cost. All fill material shall be cleared a minimum of 1 m around the damaged area. The damaged area shall be covered with a geotextile patch that shall be large enough to be sewn or overlapped a minimum of 600 mm onto the undamaged geotextile.

E18.4 Measurement and Payment

E18.4.1 The supply and placement of geotextile, and related Work specified herein will be measured on an area basis and paid for at the Contract Unit Price for "Geotextile". The area to be paid for shall be the total number of square metres of ground covered by geotextile, placed in accordance with this Specification, accepted and measured by the Contract Administrator.

E18.4.2 Overlap at all joints shall be considered a single layer of geotextile for measure and payment purposes.

Geotextile used for repairs will be excluded from the quantity paid.

E19. NATIVE GRASSES

E19.1 Description

E19.1.1 This Specification shall cover the installation of native grasses within the lower and mid bank areas.

E19.1.2 The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead labour, materials, and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

E19.1.3 The Contractor shall be responsible for the supply, safe storage and handling of all materials set forth in this Specification.

E19.2 Materials

E19.2.1 Lower and Mid Bank Revegetation

(a) Seed Mixture

Grass seed shall consist of a Canada common native seed mix as follows:

20% Slender Wheatgrass

20% Switchgrass

20% Big Bluestem

20% Canada Wildrye

10% Fringed Brome

10% Canada Milkvetch

Grass species that may be substituted in varying percentages (no greater than 20%) as alternatives to those listed above include;

Prairie Cordgrass

Streambank Wheatgrass

Western Wheatgrass

Northern Wheatgrass

No more than (2) wheatgrass species shall be used in the mixture.

E19.3 Construction Methods

E19.3.1 Seeding

(a) Grass seed shall be sown at a rate of 0.5 kg per 100 square metres.

(b) Oats shall be sown at a rate of 0.38 kg per 100 square metres.

(c) Oats and grass seed may be mixed and sown together or they may be sown separately.

E19.3.2 Maintenance of Seeded Area

(a) Areas seeded with native grasses shall be mowed during the first growing season to control pioneering weeds and other competition. For the purposes of this project a weed is defined as any plant not included in the seed mix. Mowing should be done before the general height is 150 to 250 mm, or when the weedy foliar cover reaches 50 percent of the seeded area, or when the weed species begin to flower. The first mowing shall be set at a height of 75 mm with the following mowings to be set at a height of 100 to 200 mm. Rotary, flail, or sickle bar type mowing equipment is acceptable.

- (b) All other maintenance of seeded area shall be in accordance with CW3520.

E19.3.3 Quality Control

(a) Inspection

- (i) All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection by the Contract Administrator including all operations from the selection of materials through the final acceptance of the specified work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection of approval that may have been previously given.

(b) Access

- (i) The Contract Administrator shall be afforded full access for the inspection of materials at the site to determine whether the material is being selected and placed in accordance with this Specification.

E19.4 Method of Measurement

E19.4.1 Topsoil and Seeding

- (a) The supply and placement of the native grass seeding within the lower and mid bank areas will be measured on an area basis. **The maximum area to be paid for shall be the area indicated on Form B: Prices, which is based on the area to be seeded as a direct result of specified works. Topsoil and Seeding area above this quantity shall be considered incidental to E10: Site Development and Restoration.**
- (b) The formula used to calculate topsoil and seeding areas is: $[3*(pipe\ diameter)+6] * pipe\ length$ for all excavated pipe sections, including renewals and removals.
- (c) Where installed pipe lengths vary due to field conditions or instructions from the Contract Administrator, the quantity of Topsoil and Seeding to be paid will be adjusted as appropriate.

E19.5 Basis of Payment

E19.5.1 Topsoil and Seeding (Native Grass Seed Mix)

- (a) The supply and placement of the native grass seeding within the lower and mid bank areas will be paid for at the Contract Unit Price per square metre of seeding for the "Topsoil and Seeding (Native Grass Seed Mix)" measured as specified, herein, which price shall be payment in full supplying all materials and performing all operations herein described, and all other items incidental to the work included in this Specification.

E20. TREE PLANTING

E20.1 Description

- E20.1.1 If required, trees will be planted in 2024 as directed by the Contract Administrator. Plantings will consist of trees in various container sizes.
- E20.1.2 The Work to be undertaken by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as herein specified.
- E20.1.3 Work shall include, but not necessarily confined to, the relocation, supply and installation of trees and shrubs.
- E20.1.4 Reference

- (a) All plants shall be supplied and installed as per the Canadian Standards for Nursery Stock Current Edition, published by the Canadian Nursery Trades Association, except where specified otherwise.

E20.1.5 Source Quality Control

- (a) All plant material shall be randomly inspected at the source upon request of the Contract Administrator.
- (b) Trees are to be grown in nurseries under proper cultural practices as recommended by the Canadian Nursery Trades Association.
- (c) Only those trees that have been grown for at least the four (4) previous years in local Manitoba nurseries located in an Agriculture Canada Plant Hardiness Zone designation of 2(a or b) or 3(a or b) and within a 250 km radius of Winnipeg, will be accepted. Trees that have grown in plant hardiness zones 1 and 4 or greater will be rejected.

E20.1.6 Maintenance

- (a) The Contractor shall be responsible for the maintenance of the trees for a period of one (1) year from the date of Total Performance. Any areas planted after September 15th, the maintenance period will commence on May 15th of the following year or such date as mutually agreed upon by all parties.
- (b) Water to ensure soil moisture conditions for optimum growth and health of plant material. Ensure watering techniques do not cause erosion.
- (c) Reform damaged watering saucers.
- (d) Remove weeds as per overall weed control strategy.
- (e) Replace or re-spread damaged, missing or disturbed mulch.
- (f) For non-mulched areas, cultivate monthly to keep top layer of soil friable.
- (g) If required to control insects, fungus and disease, use appropriate control methods in accordance with Federal, Provincial and Municipal regulations. Obtain product approval from Contract Administrator prior to application.
- (h) Apply fertilizer as directed by manufacturer's specifications.
- (i) Remove dead, broken or hazardous branches from plant material.
- (j) Keep trunk protection and tree supports in proper repair and adjustment.
- (k) Remove trunk protection, tree supports and level watering saucers at end of warranty period.
- (l) Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.
- (m) Submit weekly written reports to Contract Administrator identifying:
 - (i) Maintenance work carried out.
 - (ii) Development and condition of plant material.
 - (iii) Preventative or corrective measures required which are outside Contractor's responsibility.

E20.1.7 Warranty

- (a) The Contractor shall, at his/her expense, warrant the Work against any and all defects or deficiencies resulting from insect infestation, disease and mechanical damage due to improper handling, installation or maintenance, for a period of one (1) year from the date of the Total Performance. Nursery stock damaged by vandalism or reasons beyond the control of the Contractor shall be replaced by the client.
- (b) End-of-Warranty inspection will be conducted by the Contract Administrator.
- (c) The Contract Administrator reserves the right to request material replacement or extend the Contractor's Maintenance responsibilities for an additional one (1) year if,

at the end of the Warranty Period, leaf development and growth are not sufficient to ensure future survival of the plant material.

E20.1.8 Replacements

- (a) During the Warranty Period, the Contractor shall remove from Site any plant material that has died or failed to grow satisfactorily as determined by the Contract Administrator and replace as per Specifications within a maximum ten (10) day period from notification.
- (b) Defective trees shall be replaced within three (3) days of notification to the Contractor, unless otherwise agreed to by the Contract Administrator.
- (c) The Contractor shall extend Maintenance and Warranty on replacement tree for a period equal to the original Maintenance and Warranty Periods.
- (d) The Contractor shall continue such replacement, Maintenance and Warranty until tree is acceptable.

E20.2 Materials

E20.2.1 Planting Soil and Mulch

- (a) As per Planting Preparation.
- (b) Imported soils shall be used to backfill tree and shrub plantings

E20.2.2 Miscellaneous Materials

- (a) Water shall be potable and free of minerals which may be detrimental to plant growth.
- (b) Stakes shall be metal T-Bar, steel, 40x40x5x2440 mm.
- (c) ARBORTILE® by Deep Root Canada Corp., or equivalent approved by the Contract Administrator
- (d) Guying Collar shall be plastic tube, 13mm diameter, nylon reinforced.
- (e) Trunk Protection shall be plastic perforated spiralled strip.
- (f) Fertilizer shall be a slow release formulation of low nitrogen and high phosphorus e.g. 10-50-12. Apply quantities at rates stated by product manufacturer.
- (g) Root Ball Burlap shall be 150 g Hessian burlap, biodegradable.
- (h) Wire Baskets shall be horticultural accepted product designed to carry the weight and to contain a burlap-covered root ball. Minimum diameter basket size is to conform to the same minimum diameter of the tree root ball for the respective minimum tree caliper sizes.

E20.2.3 Plant Material

- (a) All nursery stock supplied shall be Canadian Prairie nursery grown, and of species and sizes indicated in the plant list on the Drawings. Its quality shall be in accordance with the "Guide Specification for Nursery Stock of the Canadian Nursery Trades Association".
- (b) Any nursery stock dug from native stands, wood lots, orchards, or neglected nurseries and which have not received proper cultural maintenance as advocated by the Canadian Nursery Trades Association shall be designated as "collected plants". The use of "collected plants" will not be permitted unless specified below.
- (c) Nomenclature of specified nursery stock shall conform to the International Code of Nomenclature for Cultivated Plants and shall be in accordance with the approved scientific names given in the latest edition of Standardized Plant Names. The names of varieties not named therein are generally in conformity with the names accepted in the nursery trade.
- (d) Plants larger than specified may be used if approved by the Contract Administrator. The use of such plants shall not increase the Contract price.

- (e) Plants shall be free of disease, insect infestation, rodent damage, or environmental stress.
- (f) Trees:
 - (i) To be characteristically developed for their species and structurally sound, well branched, healthy and vigorous and densely foliated when in leaf. The tree is to have a healthy, well developed, fibrous root system which may be verified through a testing procedure that destructively samples one or more randomly selected root balls;
 - (ii) To have been root pruned regularly, but not later than one growing season prior to arrival on-site. The Contractor may be required to furnish documentation to the client on their root-pruning program. Trees in excess of 75 mm caliper are to have been half root pruned during each of two successive growing seasons, the latter at least, one growing season prior to arrival on-site;
 - (iii) To have all parts, especially lower branches, moist and show live, green cambium tissue when cut;
 - (iv) Single stem trees to have only one, sturdy, reasonably straight and vertical trunk, and a well-balanced crown with fully developed leader.
 - (v) To be free of disease, insect infestation, rodent damage, sun scald, frost cracks, abrasions, unhealed scars, scars exceeding 5cm in diameter, major forks or crooks in the trunk, broken branches, or angled leaders. Trees having the above defects will not be accepted by the Contract Administrator;
 - (vi) Trees having a leader which has developed at a sharp angle to the trunk as a result of pruning or trunk damage will not be accepted;
 - (vii) Trees exhibiting suppressed, weakly developed branches due to competition from other closely spaced trees in the nursery will not be accepted. Trees exhibiting dead branches will not be accepted.
 - (viii) Any tree that has come out of dormant stage and is too far advanced will not be accepted unless prior approval obtained. Approval is required for any tree which has been held in cold storage.
 - (ix) Balled and burlapped trees in excess of a 3 m height must have been dug with large firm ball. Roots in root balls must be comprised of 75% fibrous and feeder root systems. Secure root balls with burlap, heavy twine and rope. For trees 75 mm or more in caliper, wrap ball in double layer of burlap and drum lace with minimum 10 mm diameter rope. Protect root balls against sudden changes in temperature and exposure to heavy rainfall.
 - (x) Tree spade dug trees are to be dug with mechanized digging equipment with hydraulic spade. Lift root ball from hole, place in wire basket designed for purpose and lined with burlap. Tie basket to ball with heavy rope. Take care not to injure trunk of tree with wire basket ties or rope.
 - (xi) Use of collected or native trees is not permitted.

E20.2.4 Tree Quantity and Size

- (a) Trees are to be planted at the quantities and caliper listed in Form B and broken down in detail below. Any variations to size, caliper or species of specified trees will require a request for approval from the Contract Administrator.
 - (i) Large trees shall be a minimum 75 mm caliper, 2.5 m in height, with a minimum of eight (8) major branches 2 m above grade, have balled and burlapped root balls, and be double stake. Tree species specific to the site shall consist of:
 - ◆ American Elm
 - ◆ Bur Oak
 - ◆ Manitoba Maple
 - ◆ Basswood
 - ◆ Cottonwood
- (b) Planting locations will be determined on-site by the Contract Administrator.

- (c) Trees are to conform to the measurements specified in Form B, except that trees larger than specified may be used if approved by the Contract Administrator.
- (d) Trees are to be measured when the branches are in their normal position. Height dimensions specified are to refer to the main body of the tree and not from branch tip to root base. Where trees have been measured by caliper or diameter, reference is to be made to the diameter of the trunk measured 15 cm above the ground as the tree stands in the nursery prior to lifting. Caliper of tree shall be appropriately designed on a permanently fixed tag on one of the branches.

E20.2.5 Shipment and Pre-Planting Care

- (a) Coordinate shipping of trees and excavation of holes to ensure minimum time lapse between digging and planting.
- (b) Tie branches of trees securely, and protect trees against abrasion, exposure and extreme temperature change during transit. Avoid binding of trees with rope or wire which would damage bark, break branches or destroy natural shape of tree. Give full support to root ball of trees during lifting.
- (c) Cover tree foliage with tarpaulin, and protect bare roots by means of dampened straw, peat moss, saw dust or other acceptable material to prevent loss of moisture during transit and storage.
- (d) Remove broken and damaged roots with sharp pruning shears. Make clean cuts, and cover cuts over 10 mm diameter with a tree wound dressing.
- (e) Keep roots moist and protected from sun and wind. Heel-in trees which cannot be planted immediately in shaded areas and water well.

E20.3 Construction Methods

E20.3.1 Workmanship

- (a) All areas and locations provided for planting will be staked out or painted on-Site by the Contract Administrator. Excavation shall not proceed until the layout has been inspected and approved by the Contract Administrator. Excavation shall not be undertaken until all underground utilities have been located and protected.
- (b) Coordinate operations. Keep Site clean and planting holes drained. Immediately remove soil or debris spilled onto street pavement, grass or sidewalk.
- (c) Work to be coordinated with installation of fencing and planting of shrub.

E20.3.2 Planting Time

- (a) Plant trees as early as May 15, 2024 but no later than June 30, 2024 depending when Topsoil is placed and prepared.
- (b) Plant only under conditions that are conducive to health and physical conditions of trees.
- (c) Provide planting schedule to Contract Administrator. Extending planting operations over long period using limited crew will not be accepted.
- (d) The Contractor must obtain all above and below ground clearances from all the utilities as well as the appropriate District Operations Branch in a timely manner so as not to jeopardize the schedule of the complete tree planting Contract.

E20.3.3 Excavation

- (a) Tree pit to be dug with back hoe.
- (b) Excavate tree pits as indicated by stakes or paint marks.
- (c) Protect bottom of excavations against freezing.
- (d) Remove water which enters excavations prior to planting. Ensure source of water is not ground water and notify Contract Administrator.

- (e) Upon excavation of the planting, the excavation shall be backfilled with a Topsoil mixture to a depth to permit adequate installation and stabilization of the plant material. Topsoil shall be placed in accordance with City of Winnipeg Standard Construction Specification CW 3540 to a 300 mm depth.

E20.3.4 Installation

- (a) Plantings of trees shall be undertaken as approved by the Contract Administrator. Configuration of planting shall be subject to input and final approval by the Contract Administrator.
- (b) Planting shall be done during periods of suitable weather conditions and in accordance with locally accepted practice.
- (c) Trees are to be planted within forty-eight (48) hours of excavation from the nursery.
- (d) No tree pit is to be left open at the end of the Contractor's Work Day. Planting program is to be planned to ensure that all approved trees delivered to the Site at designated planting locations are installed and thoroughly watered the same day as delivery.
- (e) With balled and burlapped root balls and root balls in wire baskets, burlap shall be loosened and cut away from the top 1/3 without disturbing root ball. Wire shall be cut away and removed from the top 1/3 of the root ball. Burlap or rope shall not be pulled from under root ball. Non-biodegradable wrapping shall be removed.
- (f) To avoid future root girdling, The Contractor shall ensure that roots are not coiled around the root ball. After removal from the container, if it is seen that roots are coiled around the root ball, roots must be loosened and spread out in a more natural form before planting in order to establish healthy root development and root direction after planting.
- (g) After inserting the tree and tamping the root system with Topsoil in layer of 150mm, water shall be poured in until the pit is thoroughly soaked. Filling of the hole shall then be completed and the fill-in soil shall be packed firmly around the roots, leaving a concave surface for convenient watering. After filling, the planting shall be watered at frequent intervals.
- (h) Each tree is to have an earth saucer at its base having a diameter as large as the excavation with a 10 cm lip formed at the perimeter of the saucer to retain water.
- (i) All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place.
- (j) Nursery stock shall be faced to give the best appearance or relationship to adjacent structure and to the approval of the contract administrator. Trees shall be placed equal to depth they were originally growing in nursery.
- (k) Tree pit depth shall be such that the top of the root ball is even with the existing grade, taking into account that proper planting depth requires the root flare to be at or slightly above the finished grade. It is important to determine how deep the root flare is in the ball before it is placed in the planting hole. Sometimes the top of the ball may need to be raised until the root flare is at the proper planting depth and/or soil must be removed from the top of the ball.
- (l) Each tree must be planted such that the trunk flare is visible at the top of the root ball. Trees where the trunk flare is not visible shall be considered a deficiency and payment for the planting will not be received until the deficiency is addressed. Do not cover the top of the root ball with soil.

E20.3.5 Trunk / Beaver Protection

- (a) Install trunk protection on trees.
- (b) Install trunk protection prior to installation of tree supports when used.

E20.3.6 Pruning

- (a) The Contractor shall provide a licensed Manitoba Certified Arborist for each Work crew or Work Site.
- (b) Employ clean sharp tools and make cuts flush with branch collars. Remove dead and injured branches.

E20.3.7 Watering

- (a) Trees are to be watered during the planting procedure as described previously, and once a week thereafter, or more frequently as required, during the growing season.
- (b) Apply 40 litres of water per 25 mm caliper per application using deep root feeder or low/pressure nozzle and hose. The water stream must not gouge out a hole in the soil and mulch.
- (c) A complete record is to be kept of each series of waterings for all planted trees noting:
1) location, and 2) date of watering. This record shall be sent bi-weekly to the Contract Administrator.

E20.4 Measurement and Payment

E20.4.1 Installation and maintenance of trees shall be measured on a per unit basis. The amount to be paid for shall be the total number of trees supplied and installed in accordance with this Specification, and as acceptable to the Contract Administrator.

E20.4.2 Payment for Installation and maintenance of trees shall be paid for at the Contract Unit Prices for "Tree Revegetation". This price shall be payment in full for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.

E21. SEWER INSPECTION

E21.1 Description

E21.1.1 This Specification shall amend and supplement Standard Specifications CW 2145.

E21.1.2 This Specification covers inspection of sewers and manholes using internal video equipment for the purposes of assessing thoroughness of cleaning, observing and recording structural and service defects and construction features and to verify new sewer construction prior to acceptance.

E21.2 Construction Methods

E21.2.1 Sewer Condition Coding

Sewer pipes shall be coded according to the Standard Specifications CW 2145.

E21.2.2 Cross Sectional Measurements (Pipes 900mm and larger)

The Contractor shall record cross section measurements every 5 m taken horizontally at 3:00, vertically at 12:00 and at 45 degrees at 1:00 and 4:00. Stationing should be from the upstream face of the gate chamber or manhole. The Contractor will record the cross sectional measurements on an Inspection Form provided by the Contract Administrator.

E21.2.3 Maximum Vertical Deflection

The maximum observed vertical deflection "pinch point" in the outfall shall be recorded with its appropriate stationing.

E21.3 Measurement and Payment

E21.3.1 Amend Section 4.4 of specification 2145 to read

- (a) Sewer inspection will be measured on a length basis and paid for at the Contract Unit Price for "Sewer Inspection". Length to be paid for will be the total length of sewer

inspected in accordance with this specification, accepted and measured by the Contract Administrator.

- (b) Cross sectional measurements and maximum vertical deflection measurements will be considered incidental to the sewer inspection
- (c) Payment will not be made until the required report submissions are accepted by the Contract Administrator.

E21.4 Delete Section 4.6 of Specification 2145.

E22. CAST-IN-PLACE CONCRETE CONSTRUCTION

E22.1 Description

E22.1.1 This specification shall cover construction of cast-in-place concrete and shall supplement, revise and amend CW 2160.

E22.2 Materials

(a) Concrete Design

(i) Proportioning of fine aggregate, coarse aggregate, cement, and water for cast-in-place concrete shall be as follows:

- ◆ Cement Type: HS
- ◆ Minimum Compressive Strength @ 28 days: 30 MPa
- ◆ Maximum coarse aggregate size: 19 mm
- ◆ Maximum Water/Cement ratio: 0.45
- ◆ Slump (Before Plasticizing): 80 mm +/- 30 mm
- ◆ Slump (After Plasticizing): 150 mm +/- 30 mm

(ii) All admixtures must be compatible and meet the following standards:

- ◆ Air entraining agents to ASTM C260
- ◆ Chemical admixtures (water reducing) to ASTM C494
- ◆ Type F high-range water reducing (super-plasticizing) admixture shall be used when a slump of more than 110 mm is desired.

(b) Lean-Mix Concrete Design

(i) Proportioning of fine aggregate, coarse aggregate, cement, and water for lean mix concrete shall be as follows:

- ◆ Cement Type: HS
- ◆ Minimum Compressive Strength @ 28 days: 15 MPa
- ◆ Slump: 80 mm
- ◆ Air Content: nil
- ◆ Minimum Cement Content = 240 kg/m³
- ◆ Maximum Water/Cement Ratio = 0.49

(c) Grout

(i) Grout shall be Sika Grout 212 or approved equal in accordance with B7.

(d) Reinforcing Steel

(i) Reinforcement is new deformed billet steel bar conforming to CSA G30.18 (Latest). Grade 400.

(ii) Unless noted otherwise, reinforcement clear concrete cover distances shall be a minimum of:

- ◆ 75 mm for concrete cast against earth.
- ◆ 50mm for all other concrete.

(iii) Reinforcing steel shall be clean, free of rust, dirt, loose scale, oil, grease or any material that could reduce bond with the concrete.

(e) Waterstop shall be SikaSwell S-2 (Hydrophilic Polyurethane Sealant) extrudable swelling waterstop or approved equivalent in accordance with B7.

E22.3 Measurement and Payment

E22.3.1 Cast-in-place concrete will be considered incidental to the Work listed in individual Part E specifications and shall be included in the associated price for each applicable item. No direct measurement for payment will be made for this item.

E23. COLD WEATHER REQUIREMENTS

E23.1 Description

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

E23.2 Construction Methods

- (a) The following are minimum requirements for protecting concrete during and after placement during freezing weather, but mere adherence to these requirements will not relieve the Contractor of the necessity for producing concrete which has not been weakened or injured by frost or freezing, or replacing such damaged Work at no additional expense to the City;
 - (i) Before any concrete is placed, all ice, snow, and frost shall be completely removed from all formwork, and other surfaces against which concrete temperatures of such surfaces raised above 7°C for twenty-four (24) hours minimum prior to concreting. Where concrete Work is to come in contact with the earth, the surface of the earth shall be completely free of frost when concrete is placed thereon.
 - (ii) Concrete aggregates and water shall be heated to not over 80°C. Concrete shall be not less than 20°C or more than 30°C in temperature when deposited. Concrete when placed during freezing weather, or if freezing is anticipated during curing period, shall be fully enclosed and the temperature of same maintained at not less than 20°C for five (5) days nor less than 5°C for an additional five (5) days.
 - (iii) Heating enclosures shall be strong and wind-proof, well ventilated with heating units so located as to prevent local overheating or drying of the concrete or damage from combustion gases. Only indirect fired heaters will be accepted. Units must be vented outside the enclosure. No direct fired units will be accepted.
 - (iv) The Contractor shall inform the Contract Administrator well in advance as to the methods of enclosure and frost protection he proposes to employ.

E23.3 Measurement and Payment

E23.3.1 Cold weather requirements shall be considered incidental to the construction of cast-in-place concrete and no measurement or payment will be made for this item.

E24. EROSION CONTROL BLANKETS

E24.1 Description

E24.1.1 This Specification shall cover the supply and placement of erosion control blankets to provide temporary erosion control in localized areas (as directed by the Contract Administrator)

E24.2 Materials

E24.2.1 The blanket material shall consist of wheat or barley straw, coconut fibres, or other plants approved by the Contract Administrator. Acceptable products will be S32 BD Double Net Straw Blankets with **biodegradable** netting or approved alternative in accordance with B7. The blanket material shall be air dried, reasonably light in colour, and shall not be musty, mouldy, caked or otherwise of low quality. The blanket material shall be free of coarse (chaff) material and free of noxious weeds and/or seeds to prevent the introduction of weeds into previously seeded and planted areas.

E24.3 Construction Methods

E24.3.1 General

- (a) The Contractor shall supply and place erosion control blankets immediately after final grading is completed and prior to March 15.
- (b) Erosion control blankets shall be placed as directed, measured and accepted by the Contract Administrator.
- (c) Covered areas shall be inspected periodically and after runoff producing storm events. Damaged areas shall be repaired immediately as determined by the Contract Administrator. Areas requiring recovering as directed by the Contract Administrator will be re-measured and additionally paid for at the Contract Unit Price for the Work item.

E24.3.2 Installation

- (a) The erosion control blankets shall be installed as per the manufacturer's recommended procedures. Blankets shall be rolled out on smoothed out soils starting from the top of the slope. The Contractor is to start by stapling the blanket at the top of the slope in a 150 mm deep by 150mm wide trench. The trench will be backfilled and compacted so that water will flow evenly onto the blanket.
- (b) The Contractor shall roll the blankets down the slope insuring soil blanket contact. Edges are to be overlapped a minimum 50 mm with parallel blankets.
- (c) If more than one blanket is need for the run down the slope then adjoining ends must be overlapped a minimum 100 mm shingle style. Overlapped areas are to be stapled with a staggered pattern of staples.

E24.3.3 Removal

- (a) Immediately prior to placement of topsoil and sod and/or topsoil and seed all erosion control blankets shall be removed and disposed of off-Site.

E24.4 Measurement and Payment

E24.4.1 Supply, placement and removal of erosion control blankets will be measured on an area basis and paid for at the Contract Unit Price for "Erosion Control Blankets". The area to be paid for shall be the total number of square metres of ground covered by blankets, supplied and placed in accordance with this Specification, accepted and measured by the Contract Administrator.

E25. WORK PRACTICES ON ASBESTOS CEMENT PIPE

E25.1 Further to BC.6.28(d) the Contractor's attention is directed to the possible health dangers associated with working with asbestos-cement pipe and all work associated with existing asbestos cement pipe shall conform to the following publications:

E25.1.1 "Guidelines for Working with Asbestos" by Manitoba Department of Labour and Immigration, Workplace Health and Safety Branch.
<http://www.gov.mb.ca/labour/safety/publication.html>

E25.1.2 "Work practices for Asbestos –Cement Pipe", AWWA No. M16, published by American Water Works Association. <http://www.awwa.org/>.

E25.1.3 Recommended Work Practices for AC Pipe, 1977, published by the AC Pipe producers Association.

E26. SUPPLY AND INSTALLATION OF TEMPORARY SHORING

E26.1 Description

E26.1.1 This Specification shall cover shoring requirements for the Works where required under Manitoba Acts, Regulations, and Guidelines, or as indicated on the Drawings.

E26.2 Construction Methods

E26.2.1 Excavation

- (a) Remove excavated material from the Site immediately. Excavated material shall not be stockpiled on-Site or along river bank.
- (b) All Working areas below grade shall be kept adequately and securely supported during and after excavation until the shoring and bracing is in place to prevent loss of ground or injury to any person from falling material.

E26.2.2 Excavation Safety Fence

- (a) Further to Clause 3.1 of CW 1130, completely cover the excavation and provide a security fence to completely surround the excavation when unattended generally in accordance with the following.
- (b) Safety fence installed shall be as per E10.3.7.

E26.2.3 Shoring

- (a) The type, strength, and amount of shoring and bracing shall be such as the nature of the ground and attendance conditions may require, taking into account property lines, existing slopes, utilities and roadways.
- (b) Shoring and bracing shall be so spaced and dimensioned as to prevent caving, loss of ground, surface settlement, or squeezing of the soil beyond the neat lines of excavation. It shall be free from defects that might impair its strength or suitability for the Work. Sheeting/shoring and bracing shall conform to the latest revisions of the "Construction Safety Act" of the Department of Labour of the Government of Manitoba and in accordance with Province of Manitoba "W210 The Workplace Safety and Health Act" and "Guidelines for Excavation Work".
- (c) Supporting design information, including soil log information and stratigraphy, and design calculations as required to facilitate review of the submission for conformance with the Contract Documents.
- (d) Submit AutoCAD Shop Drawings and design calculations for the shoring/excavation system designed and sealed by a Professional Engineer registered or licensed to practice in the Province of Manitoba and experienced in the structural design of shoring systems. The designer of the shoring system shall inspect the system during construction and certify, in writing to the Contract Administrator, that construction is in conformance with the approved design.
- (e) Shoring and bracing shall be installed such that the structure size and wall thickness shown on the shop drawings can be obtained subsequent to installation of the shoring system.
- (f) Shoring and bracing shall be designed and installed to prevent settlement and damage to surrounding property and existing infrastructure. In the event of damage, the Contractor will be held liable, and shall be required to provide appropriate restoration at his/her cost, to the satisfaction of the Contract Administrator.
- (g) Further to (f), there are known rockfill columns adjacent to the outfall. The approximate locations of the existing rockfill columns are shown on the Drawings and are based on the best information available. To facilitate the Contractor's shoring design and Work plan, the locations of the existing rockfill**

columns immediately adjacent to the outfall shall be verified at the start of construction using soft digging methods. The Contractor's shoring design shall make every reasonable effort to protect the existing rockfill columns, however where columns are impacted, provisional items have been included in the Contract for reinstatement of the aggregate by installing a rockfill shearkey in accordance with E27. The Contractor's shoring plan shall be designed to include the required rockfill reinstatement Work and account for offloading impacts along the shoring walls as required. Estimated maximum extents of rockfill reinstatement is shown on the Drawings.

- (h) **Shoring and bracing shall be designed and installed to ensure that there is adequate space to facilitate the pipe installation Work, including installation of the cement stabilized flowable fill bedding and initial backfill and such that it does not impact the initial bedding and backfill and/or cause settlement when shoring is removed.**
- (i) Shoring and bracing shall remain in place until concrete has attained 75% of the design strength.

E26.2.4 Monitoring Movement of Shoring

- (a) The Contractor shall submit to the Contract Administrator a plan for monitoring the movement of trench shoring during construction a minimum of two (2) Working Days prior to the installation of trench shoring. The monitoring plan shall be performed by approved survey methods for vertical or horizontal movement of the shoring, acceptable to the Contract Administrator. Costs for monitoring shall be incidental to the installation of the temporary shoring.

E26.3 Measurement and Payment

- E26.3.1 All costs associated with temporary shoring to meet Manitoba Safety Laws and Regulations where required to support the outfall and rockfill reinstatement Work, shall be measured and paid for on a lump sum basis at the unit price for "Supply and Installation of Temporary Shoring".

E27. TRENCHED ROCKFILL SHEAR KEY

E27.1 Description

- E27.1.1 This Specification shall cover the installation of the trenched rockfill shear key to reinstate rockfill columns impacted by the outfall work and installation of temporary shoring, including shear key excavation, placement and compaction of shear key backfill, and placement and compaction of clay cap.

- E27.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E27.2 Materials

- E27.2.1 The Contractor shall be responsible for the supply, safe storage and handling of all materials set forth in this Specification.

E27.2.2 Shear Key Backfill

- (a) The rockfill material for use as shear key backfill shall consist of a clean free draining, sound, dense, durable, crushed rock. The material shall be free from organics, roots, silts, sand, clay, snow, ice or any other material that would detract from the strength and drainage characteristics of clean rockfill.
- (b) Individual particles shall be shaped such that no dimension is greater than two times the smallest dimension. Flat, elongated, or platy particle shapes will not be accepted.

- (c) Should the Contractor choose to use limestone, it shall be durable white crystalline limestone that has proven freeze-thaw durability based on the material requirements given below. Softer buff to yellow dolomite or dolostone will not be accepted.
- (d) Where shear key backfill has become contaminated with silt, clay, snow, ice or other deleterious material due to the Contractor's method of operation, negligence, failure to backfill in a timely manner, etc. the material shall be classified as rejected backfill and shall be weighed prior to disposal for deduction from the total weight of rockfill measured for payment. The Contractor shall be responsible for the removal of all contaminated shear key backfill.
- (e) The shear key backfill shall meet the following requirements:

Parameter	Test Method	Specified Limit
LA Abrasion Loss	ASTM C535	32% maximum
Soundness	ASTM C88	13% maximum
Gradation	ASTM D5519	See below

- (f) The shear key backfill shall be graded having a range of sizes, generally conforming to the following gradation:

Canadian Metric Sieve Size (millimeters)	Percent of Total Dry Weight Passing Each Sieve
150	100%
75	40-70%
25	0-5%

E27.2.3 Clay Cap

- (a) The clay cap at the top of the shear key backfill shall consist of a high plasticity clay material, with a liquid limit greater than 50. The clay shall be free of deleterious material such as roots, organic material, ice, snow or other unsuitable materials, and may be salvaged from the on-site excavation, as approved by the Contract Administrator. Frozen material will not be accepted.

E27.3 Equipment

E27.3.1 Contractor shall submit a list of all equipment required to complete the Work. All equipment, implements, tools and facilities used shall be of a size and type as required to complete the Work in a reasonable time, approved by the Contract Administrator. The Contractor shall keep all equipment in good working order, and have sufficient and/or additional support standby equipment available at all times, as required, to complete project Works.

E27.3.2 The Contractor shall use manual vibratory equipment to densify the shear key backfill in lifts throughout the entire depth of the shear key.

E27.4 Submittals

E27.4.1 The Contractor shall submit the proposed supplier and location of the source quarry for supply of shear key backfill.

E27.4.2 Representative samples of the shear key backfill, crushed to a maximum 75 mm aggregate size, shall be submitted to the Contract Administrator for approval a minimum of two (2) weeks prior to delivery of shear key backfill to the Site.

E27.5 Quarry Sites

E27.5.1 Contractors supplying shear key backfill shall be responsible for demonstrating that the material is of adequate quality and volume to meet the material Specifications contained herein.

E27.6 Testing and Approval

- E27.6.1 All materials set forth in this Specification shall be subject to inspection and testing by the Contract Administrator or by the testing laboratory designated by the Contract Administrator. There shall be no charge for any materials taken by the Contract Administrator for testing purposes.
- E27.6.2 The Contract Administrator will visit the proposed quarry for inspection of the proposed shear key backfill a minimum of seven (7) days prior to the supply and placement of shear key backfill.
- E27.6.3 No supply and placement of shear key backfill will be permitted prior to the Contract Administrator receiving and reviewing representative samples of the shear key backfill.
- E27.6.4 The procedures for preparation of all rockfill samples for use in material inspection and testing shall be subject to review and acceptance by the Contract Administrator for individual tests. The samples may be obtained from crushed and processed material at the sizing necessary for specific tests if the material is deemed to be representative of the shear key backfill that will be used, subject to the acceptance of the Contract Administrator.
- E27.6.5 The testing frequency necessary to confirm the material quality will be specified at the discretion of the Contract Administrator.
- E27.7 Construction Methods
- E27.7.1 Excavation
- (a) The excavation shall be supervised at all times, and open excavations shall be adequately guarded or covered for safety.
 - (b) No excavations shall be permitted to be left open overnight for any length of time as placement of shear key backfill shall follow excavation immediately.
 - (c) The Contractor shall not commence excavation of the trench until the shear key backfill is on-site. The construction of the trenched rockfill shear key shall be a continuous operation with backfilling immediately following excavation.
 - (d) The Contractor must not excavate more than 2 metres ahead of the backfill placement as measured at the bottom of the excavation.
 - (e) Any deleterious or sloughed material shall be removed from the trench prior to backfilling.
 - (f) The Contractor shall be responsible to contain and direct any displaced surface water or groundwater such that it will not affect other construction work, cause sediment to enter any water course, or cause excessive erosion of the native riverbank soils. The control of surface water and groundwater shall be the responsibility of the Contractor and shall be considered incidental to the Work.
 - (g) The Contractor shall take all precautions necessary to maintain the excavation geometry to the limit lines shown on the Drawings. If necessary, the excavation shall be completed in stages and allowed to freeze, to prevent sloughing of the side slopes and shear key sidewalls. Such precautions will be considered incidental to the excavation and will not be paid for separately.
 - (h) Excavated material shall be removed from the riverbank area immediately upon excavation and disposed of off-site. Stockpiling of excavated material on the riverbank area will not be permitted. If the material is determined to be suitable for clay capping, by the Contract Administrator, the Contractor may temporarily stockpile the material in an area approved by the Contract Administrator.
 - (i) It shall be the responsibility of the Contractor to dispose of all material designated as unsuitable backfill by the Contract Administrator off-site, at a location determined by the Contractor. The unsuitable backfill shall become the property of the Contractor.
 - (j) It shall be the responsibility of the Contractor to dispose of all excess clay as designated by the Contract Administrator off-site, at a location determined by the Contractor. The excess clay shall become the property of the Contractor.

E27.7.2 Backfilling and Compaction

- (a) The Contractor shall monitor the supply rate of the shear key backfill to ensure that backfilling operations are not delayed.
- (b) Stockpiling of rockfill material on the riverbank is not permitted except at locations where the shear key has been installed and subject to the approval of the Contract Administrator.
- (c) Compaction of shear key backfill shall be compacted in 450mm lifts using a plate packer (on the end of an excavator) to ensure granular strengths are achieved, and shall be placed to the same height matching the existing rockfill column(s) and as directed by the Contract Administrator. Deviations from the specified procedure shall not be permitted without prior written approval from the Contract Administrator.

E27.7.3 Clay Cap

- (a) After placement of the shear key backfill to the required dimensions shown on the Drawings, the clay cap shall be placed in layers not exceeding 150 mm, and compacted to a minimum of 95% of the Standard Proctor Maximum Dry Density. The clay cap shall be located within undisturbed soil surrounding the excavation. Care shall be taken to ensure that an effective seal results between the wall of the excavation and the clay material placed, to protect against water infiltration into the excavation, as approved by the Contract Administrator.

E27.8 Measurement and Payment

E27.8.1 Shear Key Excavation

- (a) The excavation of the shear key will be measured and paid on a volume basis. The volume to be paid shall be the total number of cubic metres of "Shear Key Excavation", completed in accordance with this Specification, as measured in the field and accepted by the Contract Administrator. No additional payment will be made for hauling of excavated material from the site, as this is considered incidental to the Work.
- (b) Excavation of the shear key will be paid for at the Contract Unit Price for "Shear Key Excavation", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described, and all other items incidental to the Work included in this Specification.

E27.8.2 Shear Key Backfill

- (a) The supply, placement and compaction of the Shear Key Backfill will be measured on a weight basis. The weight to be paid for shall be the total number of metric tonnes of Shear Key Backfill material, supplied and placed in accordance with this Specification, acceptable to the Contract Administrator, as measured on a certified weigh scale. The Contractor shall provide the weight tickets to the Contract Administrator for the material supplied to the Site at the time of delivery. No payment will be made for any weigh tickets that are not supplied at the time of delivery, or which are lost.
- (b) The supply, placement and compaction of the Shear Key Backfill will be paid for at the Contract Unit Price for "Shear Key Backfill", measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described, and all other items incidental to the Work included in this Specification.
- (c) Shear key backfill compaction will be considered incidental to the supply and placement of Shear Key Backfill and no separate payment for compaction will be made.

E27.8.3 Clay Cap

- (a) Clay cap will be measured and paid on a volume basis. The volume to be paid shall be the total number of cubic metres of "Clay Cap", completed in accordance with this Specification, as measured in the field and accepted by the Contract Administrator.

- (b) Clay cap will be paid for at the Contract Unit Price for “Clay Cap”, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described, and all other items incidental to the Work included in this Specification.

E28. REMOVAL OF MISCELLANEOUS DEBRIS

E28.1 Description

- E28.1.1 This Specification shall cover the removal of miscellaneous debris located at the outfall site, including existing concrete piles, steel bars, and large deadfall.

E28.2 Construction Methods

- E28.2.1 All existing concrete piles, steel handrail bars, and deadfall located near the outfall outlet and along the lower riverbank as indicated on the Drawings shall be removed and appropriately disposed off site.

E28.3 Measurement and Payment

- E28.3.1 The removal of miscellaneous debris shall be measured by tonnes and paid for at the Contract Unit Price for “Removal of Miscellaneous Debris”. The weight to be paid for shall be the total tonnes of debris removed from Site and taken to a waste facility, in accordance with this Specification, and accepted and measured by the Contract Administrator.
- E28.3.2 The Contractor shall supply and deliver receipts of weigh bills to the Contract Administrator before payment will be made.
- E28.3.3 All costs associated with removal of miscellaneous debris, which includes collection of debris, transport, and tipping fees. Payment will be based on actual invoiced costs to complete the Work specified herein with allowable mark-ups in accordance with the General Conditions.

E29. ALLOWANCES FOR HIGH FLOW THROUGH CONSTRUCTION SITE CLEAN UP (IF REQUIRED)

E29.1 Description

- (a) This specification covers work required to clean and restore the Site in order to resume work following a high flow event that surpasses the Contractor’s specified flow control and floods the excavation.
- (b) The occurrence of a high flow event that requires clean-up to resume work shall be determined by the Contract Administrator.
- (c) Occurrences following the date of Substantial Performance will not be considered.

E29.2 Measurement and Payment

- (a) High Flow Through Construction Site Clean Up shall be paid for under the Contract Unit Price for “Allowance for High Flows Through Construction Site Cleanup”. Costs will be based on actual invoiced costs to complete the site cleanup with allowable mark-ups in accordance with the General Conditions.

E30. ALLOWANCES FOR REPLACEMENT OF IRRIGATION SYSTEM

E30.1 Description

- E30.1.1 This specification shall cover the repair of any underground irrigation lines found at the Rivergate Drive Outfall site should they be damaged as a result of our construction.

E30.2 Construction Methods

E30.2.1 The Contractor is advised that at least one (1) underground irrigation line exists at along the upper riverbank at the Site. It is unknown at this time if it is functioning or not. If construction results in damage to the existing irrigation system, the Contractor shall repair and/or replace the underground irrigation system as required and as directed by the Contract Administrator.

E30.3 Measurement and Payment

E30.3.1 The Allowance for the Replacement of irrigation System shall be measured and paid for up to a maximum of five thousand dollars (\$5000.00) upon delivery of receipts to the Contract Administrator.

E30.3.2 All costs associated with the Allowance for Replacement of Irrigation System, which includes all supply and installation works, will be considers incidental to the work.

E31. ALLOWANCE FOR GEOTECHNICAL INSTRUMENTATION INSTALLATION

E31.1 Description

E31.1.1 The Contractor is advised that as part of our outfall construction Work, we may be required to install geotechnical instrumentation at the site to satisfy approval of a Waterway Permit.

E31.1.2 Any new slope inclinometer(s) and piezometer(s) required shall be installed by a suitable company at the Site at a location approved by the Contract Administrator.

E31.2 Construction Methods

E31.2.1 Instrumentation shall be grouted to full depth within the testhole drilled.

E31.3 Measurement and Payment

E31.3.1 The cost for the installation of geotechnical instrumentation shall be paid for under the Contract Unit Price for "Allowance for Geotechnical Instrumentation Installation". Costs will be based on actual invoiced costs to complete the geotechnical instrumentation installation with allowable mark-ups in accordance with the General Conditions.

E32. SUPPLY AND INSTALLATION OF SIGNAGE

E32.1 Description

E32.1.1 This Specification shall cover the supply and installation of one (1) sign at the Rivergate Drive Outfall site at completion of construction.

E32.1.2 Further to E32.1.1, the signage is intended to warn the public of the outfall and potential slip/trip/fall hazards and thin ice around the outlet.

E32.2 Materials and Construction Methods

E32.2.1 Signage materials and installation shall be as specified on the Drawings. Exact wording for the signage shall be coordinated with the Contract Administrator prior to manufacture.

E32.3 Measurement and Payment

E32.3.1 Supply and Installation of Signage will be paid for at the Contract Unit Price for "Supply and Installation of Signage", measured on a unit basis, which price shall be payment in full for supplying all materials and performing all operations herein described, and all other items incidental to the Work included in this Specification.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
 - (b) 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
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> ;or
 - (d) 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 the 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.
- 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 their 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.