



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 313-2025**

**ST. CHARLES SEWER DISTRICT WASTEWATER SEWER**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 St. Charles Sewer District Wastewater Sewer

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 2, 2025.

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

### **B3. SITE INVESTIGATION**

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

B3.2 The Bidder/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](http://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](http://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 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 D39. Any such costs shall be determined in accordance with D39.
- 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) KBL Environmental: Construction review for PTH 100 Sewer Crossing

## **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.
- (d) submit a completed Social Procurement Plan.

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, Purchasing 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 B13.6 and D10)
- (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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>.

- B13.5 Further to B13.1(d), the Bidder shall within five (5) Business Days of a request by the Contract Administrator, provide a completed Social Procurement Plan in accordance with D7.
- B13.6 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 [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.7 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.
- B13.8 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 at [Form G1 Bid Bond & Agreement to Bond](#).
- 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(b).
- 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](http://www.merx.com).
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

## **B16. IRREVOCABLE BID**

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B17. WITHDRAWAL OF BIDS**

- B17.1 A Bidder may withdraw 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 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 D39 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of 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, Purchasing Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. FORM OF CONTRACT DOCUMENTS**

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

#### **D3. PROJECT BACKGROUND**

D3.1 The St. Charles Lift Station is located at 435 Sansome Avenue. The Lift Station was constructed in 1960 and consists of two (2) dry pit solids handling pumps. The Station last had a major upgrade in 1993 and is in dire need of immediate attention to maintain the current level of service. The force main connected to the St. Charles LS has failed twice in the last few years, and the condition of the remaining pipe is unknown.

D3.2 The objective for this project is to maintain the current level of service by installing a new gravity option connecting the St. Charles Separated Sewer District at the existing St. Charles Lift Station to the Perimeter West SSD via approximately 555 metres of new 450mm wastewater sewer. The Work allows for the decommissioning and abandonment of the existing St. Charles Lift Station, which has had known and recurring operational issues.

#### **D4. SCOPE OF WORK**

D4.1 The Work to be done under the Contract shall consist of construction of new wastewater sewers, manholes and appurtenances in accordance with the applicable Specifications and Drawings.

D4.2 The major components of the Work are as follows:

- (a) Open cut installation of approximately 220 m of 450 mm wastewater sewer along Gagnon Street from near Augier Avenue to Sansome Avenue.
- (b) Trenchless installation of approximately 276 m of 450 mm wastewater sewer from Oak Forest Crescent to Gagnon Street along Augier Avenue and extension thereof.
- (c) Installation of a 900 mm steel casing pipe crossing PTH 100, inclusive of 450 mm wastewater sewer carrier pipe.
- (d) Surface restorations.

#### **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) **“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. SOCIAL PROCUREMENT**

D7.1 The Contractor shall commit to providing skills and training opportunities.

D7.2 This commitment is inclusive of subcontractor skill and training hours and the Contractor will be required to report on their subcontractor’s skills and training hours if the subcontractor contract is greater than \$100,000.

D7.3 The Contractor shall keep detailed records of the total number of skills and training individuals. The Contractor shall report on the following:

- (a) The number of hours that the Contractor will commit to provide to apprentices, paid interns, and paid work experience positions working on this Contract; and
- (b) A projection for the number of hours to be performed in future months of the Contract by apprentices, paid interns, and paid work experience positions, including a planned schedule for the achievement of these future hours.

D7.4 The Contractor shall provide the Contract Administrator a progress report midway through the Contract period and upon completion of the Contract period.

D7.5 The Social Value Reporting Template has been included as a resource. See Form O: Social Value Reporting Template.

D7.6 Definitions:

- (a) **Trainee:** A trainee is someone who is undergoing training for a particular job or profession. Trainees are typically new to the field and are learning the necessary skills and knowledge to perform their job effectively. This period of training can be part of an internship, apprenticeship, or other training program within a company. Trainees shadow a senior person or supervisor, they can’t perform work tasks independently. Trainees may be paid or unpaid.
- (b) **Paid Work Experience:** Paid work experience refers to any job or position where an individual who fits the definition of Trainee is compensated for their work as part of training. This can include internships, apprenticeships, part-time jobs, full-time positions, and temporary work. The key aspect is that the individual receives payment for the work they

perform, which can help them gain practical experience and develop skills relevant to their career.

- (c) Apprentices: Apprentices are a subset of Trainees. These are individuals who are learning a trade or profession through a combination of on-the-job training and classroom instruction for project specific learning. Apprentices are typically engaged in part of a structured program that lasts for a specific period, during which Apprentices work under the guidance of experienced professionals. They often receive a wage while they learn and, upon completion, are usually qualified to work independently in their chosen field.
- (d) Paid Interns: Interns are individuals, often students or recent graduates, who work temporarily at a company or organization to gain practical experience in a particular field. Internships can typically last for a set period, such as a few months. Interns perform tasks and projects under the supervision of experienced professionals, allowing them to apply their academic knowledge in a real-world setting, develop new skills, and build professional networks.

## **D8. CONTRACT ADMINISTRATOR**

D8.1 The Contract Administrator is AECOM Canada ULC, represented by:

André Dumont, P.Eng.  
Municipal Engineer

Telephone No. 204 590 9096

Email Address [andre.dumont@aecom.com](mailto:andre.dumont@aecom.com)

D8.2 At the pre-construction meeting, Mr. Dumont will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

## **D9. CONTRACTOR'S SUPERVISOR**

D9.1 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.

## **D10. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D10.1 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.

D10.1.1 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.

D10.1.2 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.

## **D11. UNFAIR LABOUR PRACTICES**

- D11.1 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.
- D11.2 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.
- D11.3 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.).
- D11.4 Failure to provide the evidence required under D11.3, may be determined to be an event of default in accordance with C18.
- D11.5 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.
- D11.5.1 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.
- D11.5.2 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 D11.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D11.5.3 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.

## **D12. FURNISHING OF DOCUMENTS**

- D12.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

## **SUBMISSIONS**

### **D13. AUTHORITY TO CARRY ON BUSINESS**

- D13.1 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.

#### **D14. SAFE WORK PLAN**

- D14.1 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.
- D14.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D14.3 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.

#### **D15. INSURANCE**

- D15.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive per occurrence and five million dollars (\$5,000,000) general aggregate. The insurance shall name The City of Winnipeg, the Government of Manitoba, its Ministers, officers, employees, contractors, or agents as additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) property insurance for all mobile offices, portable toilets, machinery and equipment.
  - (d) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.
  - (e) 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.
- D15.2 Deductibles shall be borne by the Contractor.
- D15.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D15.4 All Subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D15.1(a) and D15.1(b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work. The Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work by the Subcontractor.
- D15.5 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.

D15.6 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.

#### **D16. SOCIAL PROCUREMENT PLAN**

D16.1 The Contractor shall provide the Contract Administrator with a Social Procurement Plan (Form M: Social Procurement Plan) within five (5) Business Days of a Request by the Contract Administrator as per B13.1(d).

#### **D17. CONTRACT SECURITY**

D17.1 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, [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, [Form H2 Labour and Material Bond](#) , in an amount equal to fifty percent (50%) of the Contract Price.

D17.1.1 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 D17.1(b).

D17.1.2 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.

D17.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D17.2 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.

D17.3 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 D17.1(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.

## **D18. SUBCONTRACTOR LIST**

D18.1 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.

## **D19. EQUIPMENT LIST**

D19.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

## **D20. DETAILED WORK SCHEDULE**

D20.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.

D20.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
  - (b) a Gantt chart for the Work based on the C.P.M. schedule;
- all acceptable to the Contract Administrator.

D20.3 Further to D20.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

- (a) Commencement Date
- (b) Mobilization
- (c) Connection of the new 450 WWS to the existing manhole (S-MH70010091) at Oak Forest Crescent and Oxbow Bend Road
- (d) Installation of the 900 mm steel casing pipe complete with the 450 wastewater sewer, casing spacers and casing end seals, inclusive of:
  - (i) Excavation and Shoring
  - (ii) Trenchless Installation of the 900 mm steel casing pipe
  - (iii) Installation of 450 mm wastewater carrier pipe
  - (iv) End seal installation and final backfill
- (e) Installation of the 450 mm wastewater sewer and appurtenances:
  - (i) Trenchless from the west side of PTH 100 to the Steel casing pipe to the limit of trenchless installation near Gagnon Street.
  - (ii) Open cut installation from Augier Avenue, through Gagnon Street to the connection to existing manhole (S-MH70031691) on Sansome Avenue.
    - (i) Identify clearly the period of time that access to Jeanette Bay will be impacted by open cut installation.
- (f) Cut-over of flows from the existing manhole (S-MH70031691) on Sansome Avenue to the new WWS system
- (g) Surface Restorations
- (h) Substantial Performance
- (i) Total Performance

D20.4 Further to D20.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

## **D21. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN**

D21.1 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.

D21.2 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.

D21.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

D21.4 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

D21.5 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.

D21.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.

D21.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

D21.8 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.

D21.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

## **SCHEDULE OF WORK**

### **D22. COMMENCEMENT**

D22.1 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.

D22.2 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 D13;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the Safe Work Plan specified in D14;
  - (iv) evidence of the insurance specified in D15;
  - (v) the contract security specified in D17;
  - (vi) the Subcontractor list specified in D18;
  - (vii) the equipment list specified in D19;
  - (viii) the detailed work schedule specified in D20;
  - (ix) the Requirements for Site Accessibility Plan specified in D21; and
  - (x) the direct deposit application form specified in D35
  - (xi) the Social Procurement Plan
- (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.

D22.3 The Contractor shall commence the Work on the Site no later than the date required to achieve Total Performance, of October 31, 2025, less sixty-five (65) consecutive Working Days plus a single (1) Planned Break in Construction in accordance with D27.6.

D22.4 The City intends to award this Contract by June 13, 2025.

D22.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D23. WORK BY OTHERS**

D23.1 Further to C6.25, 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.

D23.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Manitoba Hydro is installing new buried cable on the south edge of Augier Avenue right of way through to Oak Forest Crescent right of way.

D23.2.1 Further to D23.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D23.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

**D24. WORKING AROUND BELLMTS INFRASTRUCTURE**

D24.1 Further to CW1120, the Contractor shall adhere to the supplemental requirements listed in Appendix E for working around BellMTS infrastructure within the PTH 100 right-of-way.

**D25. WORKING AROUND MANITOBA HYDRO DISTRIBUTION INFRASTRUCTURE**

D25.1 Further to CW1120, the Contractor shall adhere to the supplemental requirements listed herein for working around Manitoba Hydro distribution infrastructure.

D25.2 Special Considerations

- (a) Work may interfere with Manitoba Hydro's underground primary and secondary cable, underground ductlines, underground subsurface chambers, and underground street light cables.
- (b) Caution shall be taken near conductors, ductlines, and subsurface chambers. When performing work near primary conductors, sub transmission conductors, ductlines, or subsurface chambers, please call the appropriate district office (district coverage map provided in Appendix F) for safety watch at 204-480-5900. Limits of approach will be provided by Manitoba Hydro.
- (c) If crossing over street light cables, a work order request is to be sent in to Ryan Aubry at [raubry@hydro.mb.ca](mailto:raubry@hydro.mb.ca) for temporary overhead cable installation for the duration of construction.
- (d) A minimum horizontal separation of 1.0 m and a minimum vertical separation of 300 mm must be maintained between any proposed underground infrastructure and Manitoba Hydro's infrastructure. CSA C22.3 7-15 (see Appendix F) shows the minimum burial depths required for Manitoba Hydro cables after work is completed. Any excavation within 1.0 m of Manitoba Hydro plant should be done according to Manitoba Hydro and Work Place Safety and Health standards and practices.
- (e) For excavation near poles, the minimum amount of undisturbed earth to be left around all poles shall be 1.0 m. The maximum slope angle of undisturbed earth shall be 26° or 2:1 until the desired depth is reached. The minimum separation for excavations deeper than 0.5 m without regional engineering involvement shall be 1.5 m. Excavations to be backfilled and tamped to maintain slope. The Contractor shall discuss with the District office when determining whether poles can be stabilized while excavation takes place. The pole should be tied to a piece of large equipment. That equipment must not be moved until fill is back in place so the pole could stand on its own. Excavation up to 0.3 m deep around the pole without stabilization is acceptable. Excavations around poles and anchors must be conducted in accordance with standard CD 30-55 (see Appendix F).
- (f) All construction operations within the vicinity of any electrical distribution are to take place in a manner so as to not damage or cause detriment to the integrity of the electrical distribution. Prior to the commencement of the project, visit <http://clickbeforeyoudigmb.com/> for locates of underground electrical distribution infrastructure and to obtain the necessary work clearance request forms. Construction operations are not to commence unless these conditions are adhered to.
- (g) Any damaged underground cable shall be replaced at the Contractor's cost.

**D26. WORKING AROUND MANITOBA HYDRO GAS INFRASTRUCTURE**

D26.1 Further to CW1120, the Contractor shall adhere to the supplemental requirements listed herein for working around Manitoba Hydro gas infrastructure.

D26.2 Special Considerations

- (a) The proposed sewer installation impacts existing 406.4 mm steel transmission main on PTH 100. A Manitoba Hydro Safety Watch is required for all construction activities within 3.0 of any transmission pressure mains. The proposed work also impacts existing 60.3 mm steel & PE distribution mains on Augier Avenue, and 60.3 mm distribution mains on

Gagnon Street. During construction, gas mains should not be undermined or exposed past the 3 o'clock and 9 o'clock positions on the cross section of the pipe. All excavations within 3.0 m of transmission pressure natural gas mains must be completed by hand or Hydro-excavation.

- (b) There must be appropriate shoring installed at the proposed work areas where open cut excavations will occur. Ensure that the integrity of the native soil surrounding the proposed shoring is not compromised. The largest risk to the gas line is a caved-in excavation due to the lack of proper support. For open cut excavations, place a support beam across the excavation and support the exposed gas main as shown in the Drawings. Ensure that the slings from the beam supporting the gas line have a minimum 1.0 meters of spacing.
- (c) Locate any mains within 3.0 m of the proposed work and investigate to determine the depth of cover in relation to both existing and proposed grades. Note that all locating and soft-digging requirements listed below are to be upheld.
- (d) If it is determined that directional drilled, punched, bored or open cut crossings cannot maintain a minimum of 1.0 meters separation between external surfaces of the pipelines and bores or they cannot be drilled beneath the existing pipelines, the Contractor shall advise the Contract Administrator prior to proceeding. Under normal circumstances, the amount of time required to mobilize for small diameter distribution relocations (60.3 mm) is approximately 3-5 months. Transmission pressure main relocations (406.4 mm) would require approximately 6-12 months to complete due to engineering, approvals, and construction.

#### D26.3 Transmission Pressure Natural Gas Main

- (a) Proposed wastewater sewer construction crosses an existing steel 406.4 mm transmission pressure pipeline. A Manitoba Hydro High Pressure Safety Watch is required for all construction activities within 3.0 m of the transmission pressure natural gas pipeline.
- (b) Contact "Click before you dig" a minimum of 2 weeks prior to any work commencing within 3.0 m of the transmission pressure natural gas pipeline to arrange for the pipeline to be properly located and marked by Manitoba Hydro personnel at [ClickBeforeYouDigMB.com](http://ClickBeforeYouDigMB.com) or Call 1-800-940-3447. Upon receiving clearances, the excavator will be provided with the phone number of the appropriate District to coordinate a Manitoba Hydro High Pressure Safety Watch.
- (c) Prior to construction at this location, please expose the pipeline by hand or hydro-excavation to confirm elevation of the pipe. The elevations & corresponding locations shall be provided to the Contract Administrator who will forward to Manitoba Hydro.
- (d) Once the pipeline depth and location has been confirmed by hand or hydro-excavation, the safety watcher may authorize the limited use of mechanical excavation. A smooth-edged bucket must be used for excavations within 3.0 m of the main.
- (e) A minimum 1000 mm of cover shall be maintained in all areas where highway rated equipment will be crossing, traveling or compacting over the 406.3 mm gas mains. Vibratory compaction cannot be used over or within 3.0 m of a high pressure main.
- (f) If highway rated equipment must cross, travel, or compact over the gas main with less than the minimum depth of cover, or if equipment heavier than highway rated load cross the main then submit construction/crossing plans to the Contractor Administrator who will share with Manitoba Hydro for approval. Earth bridging or steel plates must be placed over the main and extend a minimum of 1.0 m on either side at each crossing location when crossing with less than minimum cover.
- (g) When working with less than minimum cover, a minimum 300 mm of granular material shall be bladed into place with tracked equipment offset from the pipeline. Then static compaction equipment would be allowed and built up in layers until minimum cover is achieved.
- (h) Subbase material shall be bladed into place as opposed to being end dumped over the 406.3 mm gas main in areas with less than the minimum cover.

- (i) Depth of cover must be restored to the pre-existing coverage above Manitoba Hydro's pipeline. Backfill must be bladed into place, not end-dumped.
- (j) Caution must be used to ensure the integrity of the pipeline coating. Any damages to the coating must be reported to and repaired at no cost by Manitoba Hydro or the City prior to backfilling.
- (k) The Contractor and all site supervisory personnel and equipment operators shall be aware of the risks associated with working adjacent to, and over this pipeline. New site personnel during construction shall be orientated as to the significance and constraints associated with working over and around a high-pressure natural gas main.

#### D26.4 Insufficient Cover

- (a) Absolutely no work including concrete cutting or pavement breaking may occur over the pipeline (regardless of size) until depth of cover is determined and a safety watch is on site.

#### D26.5 Sewer Main Installations and Manholes

- (a) Proposed work within 3.0 m of a transmission pressure gas main in which case will require exposure to be completed by hand or Hydro-excavation. Caution must be used when working in the vicinity of the natural gas mains at these locations.
- (b) A minimum horizontal separation of 300 mm from gas mains and 100 mm from service lines must be maintained for any new underground structure installations such as manholes. If an underground structure must be installed with less than the minimum horizontal separation, an underground rigid foam barrier shall be placed over the main for protection. Submit plans for barrier installation to the Contractor Administrator who will share with Manitoba Hydro for approval.
- (c) For directional drills, punches, and bored crossings, the clearance space around the wastewater sewer must be kept to a minimum and post installation soil settling of the clearance space must not reduce the support or soil compaction of Manitoba Hydro's pipeline above.
- (d) The new wastewater sewer shall maintain the same elevation and alignment for the width of the crossing, with no bends or changes in elevation.
- (e) No joints shall be made directly over or under of the Manitoba Hydro pipeline.
- (f) Soft-dig by hand or hydro-vac a "viewing hole" as per the Manitoba Hydro Safe Excavation and Safety Watch Guidelines to confirm alignment and elevation of drill head during crossing.

#### D26.6 Service Relocations (Road Reconstruction)

- (a) This project may impact services. Services that are to be exposed in the subgrade must be rock wrapped and lowered during construction or replaced prior to construction. Manitoba Hydro will not be able to complete rock wrapping or lowering of any services unless the lowering is minimal (i.e. < 100-150 mm or < 4-6").
- (b) Under normal circumstances, the amount of time required to mobilize for this work is approximately 2-3 weeks.
- (c) Please advise of the Contract Administrator for any service relocation work required on site.

#### D26.7 General:

- (a) Please note that the requirements of Manitoba Hydro's Safe Excavation and Safety Watch guidelines shall apply. All natural gas pipelines and service lines must be properly located and marked by Manitoba Hydro personnel. This can be arranged by visiting [ClickBeforeYouDigMB.com](http://ClickBeforeYouDigMB.com) or call 1-800-940-3447. Construction operations are not to commence unless these conditions are adhered to.
- (b) All excavations within 1.0 m of any distribution pressure natural gas main must be completed by hand or Hydro-excavation.

- (c) A minimum 600 mm of cover shall be maintained in all areas where highway rated equipment will be crossing, traveling or compacting over the 60.3 mm distribution pressure gas mains. Vibratory compaction cannot be used over or within 1.0 m of a main.
- (d) A minimum 450 mm of cover shall be maintained in all areas where highway rated equipment will be crossing, traveling or compacting over the gas service lines. Vibratory compaction cannot be used over or within 1.0 m of a service.
- (e) If highway rated equipment must cross, travel, or compact over the gas main with less than the minimum depth of cover, or if equipment heavier than highway rated load cross the main then submit construction/crossing plans to the Contractor Administrator who will share with Manitoba Hydro for approval. Earth bridging or steel plates must be placed over the main and extend a minimum of 1.0 m on either side at each crossing location when crossing with less than minimum cover.
- (f) All construction operations within the vicinity of natural gas pipelines are to take place in a manner so as not to damage or cause detriment to the integrity of the natural gas pipeline. Any damages to the coating must be reported to and repaired at no cost by Manitoba Hydro prior to backfilling.

## **D27. WORKING DAYS**

- D27.1 Notwithstanding C1.1(tt), 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. Working Days on Saturdays, Sundays, or statutory holidays may not commence prior to 9:00 am without an approved exemption to the Neighbourhood Liveability By-Law provided by the City. Bidders shall assume that work will not commence earlier than 9:00 am on Saturdays, Sundays, or statutory holidays for the sake of bidding.
- D27.2 Further to C1.1(tt), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D27.3 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.
- D27.4 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.
- D27.5 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.
- D27.6 **Planned Breaks in Construction**
- (a) The Contractor will be permitted a single (1) planned suspension of on-site construction to facilitate material consolidation prior to final pavement restoration. Working Days will not be incurred during these periods.
  - (b) All planned breaks in on-site construction activity must be clearly identified in the Contractor's detailed construction schedule and notice must be provided in writing a minimum of two (2) Business Days prior to the planned suspension of the work. Failure of the Contractor to provide adequate notice, in the opinion of the Contract Administrator, may result in Working Days being incurred.

- (c) During this period the Site must be made secure, roadway, driveway and sidewalk access completely operational, and all existing facilities and work in progress be protected from weather or other potentially harmful effects. All site activities other than general security must cease.
- (d) Upon recommencement of site activities, the Contractor shall provide an updated schedule and notification to the Contract Administrator a minimum of five (5) Business Days prior to the recommencement of work.
- (e) No changes to the Contract completion dates resulting from suspension of contract time as described herein will be considered.

D27.7 Working Days shall not be charged for work on site specifically relating to any additional groundwater testing required for the purposes of the development of their dewatering strategy as defined in E17.6.1.

#### **D28. SUBSTANTIAL PERFORMANCE**

D28.1 The Contractor shall achieve Substantial Performance within sixty (60) consecutive Working Days of the commencement of the Work as specified in D22, no later than October 24, 2025.

D28.2 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.

D28.3 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.

#### **D29. TOTAL PERFORMANCE**

D29.1 The Contractor shall achieve Total Performance within sixty-five (65) consecutive Working Days of the commencement of the Work as specified in D22, no later than October 31, 2025.

D29.2 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.

D29.3 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.

#### **D30. LIQUIDATED DAMAGES**

D30.1 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 and two hundred dollars (\$2,300);
- (b) Total Performance – one thousand and one hundred dollars (\$1,100).

D30.2 The amounts specified for liquidated damages in D30.1 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.

D30.1 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D31. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

D31.1 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.

D31.2 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.

D31.3 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.

D31.4 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 D31.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D31.5 The Work schedule, including the durations identified in D28 to D29 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.

D31.6 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.

D31.7 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.

### **CONTROL OF WORK**

#### **D32. JOB MEETINGS**

D32.1 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.

D32.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

**D33. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D33.1 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).

**D34. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D34.1 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**

**D35. PAYMENT**

D35.1 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](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

D35.2 Further to E21, no payment will be made for Cash Allowances other than as set out in E21.4.

**WARRANTY**

**D36. WARRANTY**

D36.1 Warranty is as stated in C13.

**DISPUTE RESOLUTION**

**D37. DISPUTE RESOLUTION**

D37.1.1 Dispute Resolution is as stated in C21.

**INDEMNITY**

**D38. INDEMNITY**

D38.1 Indemnity shall be as stated in C17.

D38.2 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.

D38.3 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

#### D39. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D39.1 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.

D39.2 Further to D39.1, in the event that the obligations in D39 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.

D39.3 For the purposes of D39:

- (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.

D39.4 Modified Insurance Requirements

D39.4.1 If not already required under the insurance requirements identified in D15, 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.

D39.4.2 If not already required under the insurance requirements identified in D15, 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.

D39.4.3 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.

D39.4.4 Further to D15.5, 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.

D39.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D39.5 Indemnification By Contractor

D39.5.1 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.

D39.5.2 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.

#### D39.6 Records Retention and Audits

D39.6.1 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.

D39.6.2 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 D39.6.1 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.

#### D39.7 Other Obligations

D39.7.1 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.

D39.7.2 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.

- D39.7.3 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.
- D39.7.4 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.
- D39.7.5 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.
- D39.7.6 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.

**D40. MANITOBA TRANSPORTATION AND INFRASTRUCTURE CROSSING PERMIT**

- D40.1 The Contractor shall be aware that the PTH 100 Crossing is subject to full execution of a crossing permit with the Province of Manitoba. It is expected that this permit will be in place prior to Award.

**D41. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

- D41.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
  - (b) applies to Material; and
  - (c) affects the cost of that Material to the Contractor.
- D41.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted.



**FORM K: EQUIPMENT**  
(See D19)

**ST. CHARLES SEWER DISTRICT WASTEWATER SEWER**

<p><b>1. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>2. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>3. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

**FORM K: EQUIPMENT**  
(See D19)

**ST. CHARLES SEWER DISTRICT WASTEWATER SEWER**

<p><b>4. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>5. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>6. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

### FORM M: SOCIAL PROCUREMENT PLAN

Every purchase has an economic, social, environmental, and cultural impact. Sustainable Procurement is about capturing the economic, social, environmental, and cultural impacts of purchasing decisions to foster healthy and vibrant communities.

Historically, procurement has been about choosing the supplier offering the lowest price while still meeting technical requirements of providing high quality products or services with minimal risk. By expanding the premise of 'best value' in procurement, to include the generation of positive societal benefits, alongside high quality and competitive bids, the City of Winnipeg is working to maximize community benefits and deliver improved socio-economic returns for stakeholders, within the existing spend.

The Contractor shall provide the Contract Administrator with a Social Procurement Plan (Form M: Social Procurement Plan) within five (5) Business Days of a request by the Contract Administrator as per B13.1(d).

Both Question 1 and 2 must be filled out responding to all criteria. Question 2 must explain the commitment to Question 1 within the context of the Contract.

1. Provide the number of hours that the Contractor will commit to provide to apprentices, paid interns, and paid work experience positions working on this Contract.

Enter the number of hours and any other applicable information.

2. Provide a detailed strategy for how the Contractor will meet the above commitment, including how the Contractor proposes to engage these individuals during the life of the Contract.

*Enter detailed strategy here.*

## FORM O: SOCIAL VALUE REPORTING TEMPLATE

Every purchase has an economic, social, environmental, and cultural impact. Sustainable Procurement is about capturing the economic, social, environmental, and cultural impacts of purchasing decisions to foster healthy and vibrant communities.

The data reported here is a contractual requirement to encourage and measure social, Indigenous, and environmental outcomes from the City's procurement. The City reserves the right to verify the information reported.

Company Name \_\_\_\_\_

Contract Number \_\_\_\_\_

Reporting Period Start Date \_\_\_\_\_

Reporting Period End Date \_\_\_\_\_

**1. Skills and Training (# of Skills and Training hours)**

The Contractor shall commit to providing hours with apprentices, paid interns, and paid work experience positions on the delivery of this Contract.

A. Number of hours for <b>apprentices</b> working on the Contract during the reporting period	_____ hours
B. Number of hours for <b>paid interns</b> working on the Contract during the reporting period	_____ hours
C. Number of hours for <b>paid work experience positions</b> working on the Contract during the reporting period	_____ hours
D. Total number of hours for apprentices, paid interns, and paid work experience positions working on the Contract during the reporting period ( D = A + B + C )	_____ hours

Please describe any successes or challenges related to your commitment for the reporting period.

*Describe any successes or challenges.*

## 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, Purchasing 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>
13604	COVER SHEET
13605	INDEX PAGE
13606	AUGIER AVENUE – PERIMETER 100 HIGHWAY CROSSING
13607	AUGIER AVENUE – 205m WEST OF GAGNON STREET TO 80m WEST OF GAGNON STREET
13608	AUGIER AVENUE – 130m EAST OF PERIMETER 100 HWY TO GAGNON STREET
13609	GAGNON STREET – AUGIER AVENUE TO 83m SOUTH OF SANSOME AVENUE
13610	GAGNON STREET – 69m NORTH OF AUGIER AVENUE TO SANSOME AVENUE
13611	SANSOME AVENUE – GAGNON STREET TO ST CHARLES STREET
13612	DETAILS

<u>Appendix No.</u>	<u>Title</u>
A	Geotechnical Data Report (GDR)
B	Hydrogeological Report
C	Record Drawings
D	Shop Drawing Submittal List
E	BellMTS PTH 100 ROW Crossing Conditions
F	Manitoba Hydro Distribution Infrastructure

#### E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, a Geotechnical Data Report (GDR) is provided in Appendix A. The GDR summarizes the testing and geotechnical conditions observed at the project site in 2023 along Sansome Avenue, Gagnon Street, Augier Avenue and on either side of PTH 100. The GDR includes Test Hole logs and material test results to supplement the Contractor's evaluation of the Site conditions within the Work area. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in soil conditions

may exist between test holes and fluctuations in groundwater levels can be expected seasonally.

- E2.2 Further to C3.1, a Hydrogeological Report was completed in 2025, which summarizes the groundwater conditions for the Contractor's development of their dewatering plan and is provided in Appendix B. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally.

## **GENERAL REQUIREMENTS**

### **E3. OFFICE FACILITIES**

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
- (a) the field office shall be for the exclusive use of the Contract Administrator;
  - (b) the building shall be conveniently located near the Site of the Work at a location approved by the Contract Administrator;
  - (c) the building shall have a minimum floor area of 25 m<sup>2</sup>, a height of 2.4 m with two (2) windows for cross ventilation and a door entrance with a suitable lock;
  - (d) 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 either 16-18 or 24-25 degrees Celsius;
  - (e) the building shall be adequately lighted with fluorescent fixtures and have a minimum of three (3) wall outlets;
  - (f) the building shall be furnished with one desk, one drafting table, one meeting table, one filing cabinet, and a minimum of 12 chairs.
  - (g) a portable toilet shall be located near the field office building. The toilet shall have a locking door.
  - (h) the field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each Site meeting. The Contract Administrator may request additional cleaning when he/she deems it necessary.
- E3.2 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance.
- E3.3 Measurement and Payment
- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

### **E4. SITE DEVELOPMENT PLAN**

- E4.1 The Contractor shall provide the Contract Administrator with a Site Development Plan at least ten (10) Business Days prior to the commencement of any Work on the Site.
- (a) The Site Development Plan shall at a minimum include:
    - (i) Work areas showing location of all required elements to complete the Work including fencing, gates, drainage and tree protection;
    - (ii) Material staging and laydown areas, including fencing and gates;
    - (iii) Staging areas for other Work elements;
    - (iv) Material Storage;
    - (v) Locations of shafts and excavations;
    - (vi) Office facility locations for Contract Administrator and Contractor; and
    - (vii) Temporary vehicle access/egress locations.

#### E4.2 Measurement and Payment

- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

### E5. SHOP DRAWINGS

#### E5.1 Description

- (a) This Specification shall revise, amend, and supplement the requirements of CW 1110 of the City of Winnipeg's Standard Construction Specifications.
- (b) Submit all Shop Drawings in accordance with CW 1110 except as modified herein.
- (c) 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 shown on all submissions.
- (d) A shop drawing submittal list is provided in Appendix D for the Contractor's information. The list is considered complete; however, it remains the responsibility of the Contractor to review the contents of the Contract and provide all required information as required therein. The list does not include pre-commencement submittals.

#### E5.2 Contractors Responsibility

- (a) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.
- (b) Verify:
  - (i) Field Measurements
  - (ii) Field Construction Criteria
  - (iii) Catalogue numbers and similar data
- (c) Coordinate each submission with requirements of Work and Contract Documents. Individual shop drawings will not be reviewed until all related drawings are available.
- (d) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract Documents.
- (e) 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.
- (f) Responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.
- (g) The Contractor shall make any corrections required by the Contract Administrator and shall resubmit the required number of corrected copies of 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.
- (h) After Contract Administrator's review and return of copies, distribute copies to Subcontractors as appropriate.
- (i) 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.

#### E5.3 Shop Drawings

- (a) 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.
- (b) Shop drawings for the following structural components shall bear the seal of a Registered Professional Engineer in the Province of Manitoba.

- (i) Excavation and shoring, inclusive of dewatering methods, for all trenchless shafts, inclusive of the PTH 100 Crossing, and open cut sections.
  - (ii) Reinforcing steel
  - (iii) Pre-cast concrete structures
  - (iv) Jacking equipment and pipe axial design calculations for the PTH 100 Crossing.
  - (v) Cast-in-place concrete structures
- (c) Additional submittal requirements for each component of Work may be listed within the relevant specification section.

#### E5.4 Submission Requirements:

- (a) Schedule submissions at least ten (10) 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.
- (b) Submit one (1) digital copy (PDF) of shop drawings.
- (c) Accompany submissions with transmittal letter, containing:
  - (i) Date
  - (ii) Project title and Bid Opportunity number
  - (iii) Contractor's name and address
  - (iv) Number of each shop drawing, product data and sample submitted.
  - (v) Specification Section, Title, Number and Clause
  - (vi) Drawing Number and Detail/Section Number
  - (vii) Other pertinent data
- (d) Submissions shall include:
  - (i) Date and revision dates.
  - (ii) Project title and Bid Opportunity number.
  - (iii) Name of:
    - (i) Contractor
    - (ii) Subcontractor
    - (iii) Supplier
    - (iv) Manufacturer
    - (v) Separate detailer when pertinent
  - (iv) Identification of product of material.
  - (v) Relation to adjacent structure or materials.
  - (vi) Field dimensions, clearly identified as such.
  - (vii) Specification section name, number and clause number or drawing number and detail/section number.
  - (viii) Applicable standards, such as CSA or CGSB numbers.
  - (ix) Contractor's stamp, initialed or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents.
- (e) Shop Drawings not meeting the requirements of CW 1100 or the requirements specified herein will be returned to the Contractor without review for resubmission.
- (f) Shop drawing submissions will be limited to two (2) reviews per shop drawing. This shall include a review of the initial submission and a review of the revised submission. Costs associated with subsequent reviews will be charged to the Contractor.

#### E5.5 Measurement and Payment

- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

## **E6. ENVIRONMENTAL PROTECTION**

- E6.1 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the environmental protection measures as herein specified.
- E6.2 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work:
- E6.2.1 Federal
- (a) Canadian Environmental Protection Act (CEPA) c.16;
  - (b) Canadian Environmental Assessment Act (CEAA) c.37;
  - (c) Transportation of Dangerous Goods Act and Regulations c.34; and
  - (d) Migratory Birds Convention Act, 1994
- E6.2.2 Provincial
- (a) The Dangerous Goods Handling and Transportation Act D12;
  - (b) The Endangered Species Act E111;
  - (c) The Environment Act c.E125;
  - (d) The Fire Prevention Act F80;
  - (e) The Manitoba Heritage Resources Act H39.1;
  - (f) The Manitoba Noxious Weeds Act N110;
  - (g) The Manitoba Nuisance Act N120;
  - (h) The Public Health Act c.P210;
  - (i) The Workplace Safety and Health Act W120; and
  - (j) And current applicable associated regulations.
- E6.2.3 Municipal
- (a) The City of Winnipeg By-law no. 1/2008;
  - (b) The City of Winnipeg Waterway By-Law no. 5888/92; and
  - (c) Other applicable Acts, Regulations and By-laws.
- E6.3 The Contractor is advised that the following environmental protection measures apply to the Work.
- E6.3.1 Materials Handling and Storage
- (a) Construction materials and debris shall be prevented from entering drainage pipes or channels.
  - (b) Construction materials and debris shall also be prevented from accumulating on local roadways and sidewalks when tracked out of the Site by trucks hauling excavated materials.
  - (c) The Contractor shall provide on-Site measures to mitigate the tracking of sediment off-Site and therefore reduce the amount of street cleaning required. These measures may take the form of a truck wheel wash (automated or manually operated) or other measures as approved by the Contract Administrator.
- E6.3.2 Fuel Handling and Storage
- (a) 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.
  - (b) 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.

- (c) 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.
- (d) The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.
- (e) Products transferred from the fuel storage area(s) to specific Work Sites shall not exceed the daily usage requirement.
- (f) 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.
- (g) Refuelling of mobile equipment and vehicles shall take place at least 100 metres from a watercourse.
- (h) 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.
- (i) A sufficient supply of materials, such as absorbent material and plastic oil booms to clean up minor spills shall be stores nearby on-site. The Contractor shall ensure that additional material can be made available on short notice.

#### E6.3.3 Waste Handling and Disposal

- (a) The construction area shall be kept clean and orderly at all times during and at completion of construction.
- (b) 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.
- (c) 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).
- (d) Indiscriminate dumping, littering, or abandonment shall not take place.
- (e) No on-site burning of waste is permitted.
- (f) Waste storage areas shall not be located so as to block natural drainage.
- (g) Run-off from a waste storage area shall not be allowed to cause siltation of a watercourse.
- (h) 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.
- (i) Equipment shall not be cleaned near watercourses; contaminated water from onshore cleaning operations shall not be permitted to enter watercourses.

#### E6.3.4 Dangerous Goods/Hazardous Waste Handling and Disposal

- (a) Dangerous goods/hazardous waste are identified by, and shall be handled according to, The Dangerous Goods Handling and Transportation Act and Regulations.
- (b) The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.
- (c) 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.
- (d) Different waste streams shall not be mixed.
- (e) Disposal of dangerous goods/hazardous wastes shall be at approved hazardous waste facilities.
- (f) Liquid hydrocarbons shall not be stored or disposed of in earthen pits on-site.

- (g) 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.
- (h) Used oil filters shall be drained, placed in suitable storage containers, and buried or incinerated at approved hazardous waste treatment and disposal facilities.
- (i) Dangerous goods/hazardous waste storage areas shall be located at least 100 metres away from the high water line and be diked.
- (j) Dangerous goods/hazardous waste storage areas shall not be located so as to block natural drainage.
- (k) Run-off from a dangerous goods/hazardous waste storage area shall not be allowed to cause siltation of a watercourse.
- (l) 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.

#### E6.3.5 Emergency Response

- (a) The Contractor shall ensure that due care and caution is taken to prevent spills.
- (b) The Contractor shall report all major spills of petroleum products or other hazardous substances with the potential for impacting the environment and threat to human health and safety to the Contract Administrator and Manitoba Environment, immediately after occurrence of the environmental accident, by calling the 24-hour emergency telephone phone number (204) 945-4888. The Contract Administrator shall also be notified.
- (c) The Contractor shall designate a qualified supervisor as the on-site emergency response coordinator for the project. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill.
- (d) The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-site emergency response coordinator:
  - (i) Notify emergency-response coordinator of the accident:
    - ◆ identify exact location and time of accident
    - ◆ indicate injuries, if any
    - ◆ request assistance as required by magnitude of accident (Manitoba Environment 24-hour Spill Response Line (204) 945-4888, Police, Fire Department, Ambulance, company backup)
  - (ii) Attend to public safety:
    - ◆ stop traffic, roadblock/cordon off the immediate danger area
    - ◆ eliminate ignition sources
    - ◆ initiate evacuation procedures if necessary
  - (iii) Assess situation and gather information on the status of the situation, noting:
    - ◆ personnel on site
    - ◆ cause and effect of spill
    - ◆ estimated extent of damage
    - ◆ amount and type of material involved
    - ◆ proximity to waterways and the Aqueduct
  - (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 sorbent 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
- (v) Resume any effective action to contain, clean up, or stop the flow of the spilled product.
- (e) The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to the Manitoba Environment according to The Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.
- (f) 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.
- (g) 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.
- (h) City emergency response, 9-1-1, shall be used if other means are not available.

#### E6.4 Vegetation

- (a) Vegetation shall not be disturbed without written permission of the Contract Administrator. The Contractor shall protect plants which may be at risk of accidental damage. Such measures may include protective fencing or signage and shall be
- (b) Herbicides and pesticides shall not be used adjacent to any surface watercourses.
- (c) All landowners adjacent to the area of application of herbicides or pesticides shall be notified prior to the Work.
- (d) Trees and shrubs shall not be felled into watercourses.
- (e) Areas where vegetation is removed during clearing, construction, and decommissioning activities, shall be revegetated as soon as possible in accordance the requirements outlined herein, or as directed by the Contract Administrator.

#### E6.5 Measurement and Payment

- (a) The work specified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

### **E7. PROTECTION OF EXISTING TREES**

E7.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation. They must be properly trimmed with sharp tools to prevent crushing or being pulled by construction equipment. No paint is required. All exposed roots must be mulched until the excavated area is filled with clean earth to avoid exposure to sunlight and desiccation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches.

- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E7.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his designate.
- E7.3 Elm trees shall not be pruned at any time between April 1<sup>st</sup> and July 31<sup>st</sup> of any year under provisions of The Forest Health Protection Act and The Forest Health Protection Regulations.
- E7.4 Measurement and Payment
  - (a) No separate measurement or payment will be made for the protection of trees.
- E8. WATER SUPPLY**
- E8.1 Further to Section 3.14 of CW 2140 and Section 3.7 of CW 1120 of the General Requirements water supply for the Work may be taken from City of Winnipeg hydrants.
- E8.2 The Contractor shall make the following arrangements for hydrant turn on and turn off.
  - (a) Contact City of Winnipeg Water Services Division (WSD) for hydrant turn on and turn off required between 0800 hours and 1500 hours Monday to Friday. Notice for turn on and turn off shall be provided a minimum of 24 hours in advance.
  - (b) Contact Emergency Services Branch (204-986-2626) with a minimum of 2 hours notice for hydrant turn on and turn off required outside of the above hours.
  - (c) The Contractor shall wait at the hydrant from the requested turn on or turn off time until City staff arrives to turn on or turn off the hydrant.
- E8.3 Hydrants shall be considered to be "in the Contractor's control" from the time the City has turned the hydrant on until the City has turned the hydrant off.
- E8.4 Between November 1 and April 30 of any year, or whenever freezing temperatures are occurring or anticipated the Contractor shall take all necessary precautions to prevent freezing of hydrants and related appurtenances for hydrants in their control and shall be responsible to pump out hydrants turned off by Emergency Services.
- E8.5 If a hydrant or appurtenance is damaged due to freezing or improper turn on or turn off procedures while in the Contractor's control, WSD will assess the damage and determine if WSD will repair the damage or if the Contractor will be responsible to repair the damage. Costs for repairs completed by WSD will be deducted from payments owing the Contractor. Repairs completed by the Contractor will be at the Contractor's expense.
- E8.6 The Contractor shall provide a traffic ramp for hydrant connection hoses that cross roadways. The ramp shall be designed and constructed to not present a hazard to vehicles travelling over it and to ensure that no part of the hose is run over by a motor vehicle.
- E8.7 Measurement and Payment
  - (a) Charges incurred for the permits and water meters shall be paid for by the Contractor when the permit is taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The Bid Opportunity number shall be noted on each permit.
  - (b) All other costs associated with sourcing construction water will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

## **E9. PRE-CONSTRUCTION BUILDING INSPECTIONS**

### **E9.1 Description**

- (a) The work specified in this Section includes the pre-construction photographic survey of existing structures adjacent to the Work.

### **E9.2 Submittals**

- (a) Submit pre-construction surveys in accordance with E9.3(a), including photographs, video (as needed), field notes, and sketches. Surveys should provide a record of foundation, interior walls, door and window frames, existing cracks or other pre-existing damage, and any other relevant features.
- (b) The collected data shall be made available and be provided to the homeowners or business owners adjacent to the work upon request.

### **E9.3 Construction**

#### **(a) Building Inspection**

- (i) The Contractor or their designate shall complete a pre-construction photographic survey of the existing structures adjacent to the work.
  - (i) The pre-construction survey should provide a record of foundation, interior walls, door and window frames, existing cracks or pre-existing damage, and any other relevant features.
  - (ii) Pre-construction surveys shall be conducted in the presence of the Contract Administrator prior to commencement of construction activities.
- (ii) Where the Contractor is entering properties to undertake the photographic survey, notices shall be provided to the businesses or homeowners in advance to arrange for interior inspections. Notices shall be reviewed and accepted by the Contract Administrator and the City prior to issuance.
  - (i) Any individuals entering into a private residence or meeting with citizens as part of this work shall have submitted security clearances to the Contract Administrator in accordance with PART F - Security Clearance.
- (iii) Where homeowners of businesses will not permit access to structures for inspection, the Contractor shall duly document attempts to arrange access. Inspections, insofar as possible shall be made from public right-of-way, noting any visual defects observed.
- (iv) The number and location of pre-construction building inspections will depend on the means and methods of the Contractor. The Contract Administrator will provide addresses following review of the Contractor's method statement.

### **E9.4 Measurement and Payment**

- (a) Building inspections as specified herein will be measured on unit price basis as listed in Form B: Prices. Payment will be made at the Contract Price for "Pre-Construction Building Inspection".

## **E10. TRAFFIC MANAGEMENT**

### **E10.1 Description**

- (a) This Specification shall revise, amend, and supplement the requirements of CW 1130 of the City of Winnipeg's Standard Construction Specifications.

### **E10.2 General**

- (a) Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The City of Winnipeg, "Manual of Temporary Traffic Control in Work Areas on City Streets" at all times during construction.

- (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- (i) Parking restrictions,
  - (ii) Stopping restrictions,
  - (iii) Turn restrictions,
  - (iv) Diamond lane removal,
  - (v) Full or directional closures on a Regional Street,
  - (vi) Traffic routed across a median,
  - (vii) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
  - (viii) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.
- (c) Further to (iii), the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.
- (d) Further to E10.2(b), the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. At this time, the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- (e) Maintain access for approaches, driveways, public lanes and crossing streets for all locations. Where maintenance of access is not possible, Section E10.2(j) shall apply.
- (f) Bus traffic must be maintained at all times or as approved by the Contract Administrator.
- (g) The Contractor shall maintain access to all businesses during business hours, except where written authorization has been provided by the business.
- (h) The Contractor shall maintain access to all schools, community centres, and other public buildings at all times.
- (i) Further to Section 3.6 of CW 1130 of the General Requirements, the Contractor shall maintain safe pedestrian crossings at intersections at all times. If possible, only one pedestrian crossing at an intersection is to be blocked by construction at any one time. If more than one pedestrian crossing is blocked by construction at an intersection at the same time the Contractor shall provide flag persons to safely escort pedestrians across the intersection. The Contractor shall leave pedestrian crossing locations safe and free of equipment that may hamper pedestrians when no construction activities are being performed at a particular crossing location.
- (j) Further to Clause 3.6 of CW 1130 of the General Requirements, should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- (k) The Contractor shall not park company or private vehicles inside the barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing intersections.
- (l) The Contractor is responsible for maintaining safe vehicular and pedestrian traffic through their work site as identified herein. The Contractor shall rectify any unsafe conditions immediately upon notification. This could include but is not limited to, providing flag

persons, clearing debris and snow from sites, moving equipment, and erecting additional signage.

- (m) If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.

#### E10.3 Regional Street Lane Closures

- (a) Maintain at least one (1) lane of traffic at all times in each direction.
- (b) Construction activities on Regional Streets shall be restricted to the closed lanes between 07:00 to 09:00 hours and 15:00 to 18:00 hours Monday to Friday and other hours as outlined herein or directed by the Contract Administrator.
- (c) The City reserves the right to restrict or cancel Regional Street lane closures at any time due to the occurrence of special events or conflicting third party work.

#### E10.4 Residential Streets

- (a) Maintain at least one lane of traffic on residential streets. Where a lane of traffic cannot be maintained, the Contractor shall clearly close the street at the work zone to prevent damage to the boulevard and other surface features. All streets shall be signed as "Road Closed - Local Access Only".
- (b) Where required, the Contractor shall provide notice of complete street shutdowns complete with dates and duration a minimum of five (5) Business Days prior to the street closures.

#### E10.5 Submissions

E10.5.1 The Contractor shall submit a detailed traffic control plan for works occurring on Augier Avenue, Gagnon Street, and Sansome Avenue and all adjacent streets affected by the Work. The traffic control plan shall be submitted a minimum of ten (10) Business Days prior to commencement of work and include the following:

- (a) Details of lane closures on regional and non-regional streets; detours; access accommodations for local businesses; and access accommodations for pedestrians throughout any and all stages of construction;
- (b) Traffic control coordination, including traffic ramp locations, if required;
- (c) and construction staging/schedule.

#### E10.5.2 Street Lane Closures

- (a) The Contractor shall submit all lane closure requests to the Contract Administrator a minimum of five (5) Business Days prior to the planned work. Requests for lane closures shall include all required information for submission required by the City's online request form.
- (b) A link to the form can be found here:  
<https://www.winnipeg.ca/publicworks/transportation/roadConstructionLaneClosures.stm>

E10.5.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.

E10.5.4 All submitted traffic control plans are subject to review and acceptance by City of Winnipeg Traffic Management and Traffic Services divisions.

E10.5.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.

#### E10.6 Measurement and Payment

- (a) Traffic management as outlined herein will be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

## **E11. HYDRO EXCAVATION FOR UTILITY EXPLORATION**

### **E11.1 Description**

#### **E11.1.1 General**

- (a) This Specification covers all operations relating to the removal of earthen material immediately adjacent to underground utilities infrastructure by means of high pressure water spray, and the recovery of evacuated material by vacuum type means or equivalent method as approved by the Contract Administrator in accordance with B7.
- (b) 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 Works as hereinafter specified.

### **E11.2 Equipment**

E11.2.1 Hydro excavation unit shall be capable of maintaining a minimum working pressure of 10,000 psi, at a rate of flow of 10 to 12 gallons per minute. The unit should be adjustable, so as to provide adequate pressure to remove earthen material.

E11.2.2 Spray head shall be equipped with a rotating type nozzle, in order to provide a wider path of cut.

### **E11.3 Construction Methods**

#### **E11.3.1 Hydro-Removal of Earthen Material**

- (a) Earthen material adjacent to utility entity shall be sprayed with high pressure water so as to remove all such material.

#### **E11.3.2 Recovery of Excavated Material**

- (a) The recovery of excavated material shall be done using vacuum type method, or other type method as approved by the Contract Administrator.
- (b) The recovery of material shall follow immediately behind the excavation, to avoid excavated areas from filling with excavated material.
- (c) The use of mechanical sweepers will not be allowed.
- (d) Dispose of material in accordance with Section 3.4 of CW 1130.

#### **E11.3.3 Backfill of Hydro Excavated Hole**

- (a) The Contractor shall be responsible for the backfill of the hydro excavated hole with flowable cement-stabilized fill or sand backfill upon completion of the work described herein, to the approval of the Contract Administrator.

### **E11.4 Measurement and Payment**

E11.4.1 Hydro Excavation for Utility Exploration is considered incidental to the Work. No separate payment will be made.

## **E12. FLOW CONTROL**

### **E12.1 Description**

- (a) This Specification covers flow control measures required to perform the work.

### **E12.2 Submittals**

- (a) Submit a written flow control plan for review by the Contract Administrator in accordance with E5, a minimum of ten (10) Business Days prior to undertaking connections to the existing sewer:
  - (i) Connection of the new 450mm WWS to the existing manhole (S-MH70010091) at Oak Forrest Crescent and Oxbow Bend Road.

- (ii) Connection of existing 250mm WWS at MH.4.
  - (iii) Connection of existing 200mm WWS at MH.6.
  - (iv) Connection of the new 450mm WWS to the existing manhole (S-MH70031691) south of the St. Charles Lift Station.
- (b) The flow control plan shall include the following:
- (i) Proposed staging of the work such that existing sewer flow is maintained throughout construction, until the new 450mm WWS is in-service and flow from S-MH70031691 has been directed into MH.7.
  - (ii) A description and sketch detailing the arrangement of the proposed flow control measures.
  - (iii) A list of the key components required for the flow control measures, including but not limited to the following:
    - (i) Cofferdams/bulkheads
    - (ii) Inflatable Plugs
    - (iii) Diversion Materials
    - (iv) Piping or hoses
    - (v) Pumps
  - (iv) A detailed procedure for installation and removal of the flow control measures.
  - (v) Monitoring plan and 24 hr contact person.
  - (vi) Means and methods for dealing with excessive flows or wet weather events.

### E12.3 Products

#### E12.3.1 Temporary Inflatable Plugs

- (a) Plugs shall be capable of withstanding a minimum of 69 kPa (10 psi) of backpressure.
- (b) Plugs shall be capable of being anchored from upstream.
- (c) Inflatable plugs (if required) shall be provided by the Contractor.

#### E12.3.2 Flow Through Plugs

- (a) Plugs shall be capable of withstanding a minimum of 69 kPa (10 psi) of backpressure.
- (b) Plugs shall be capable of being anchored from upstream.
- (c) Submit shop drawings for flow through plugs in accordance with E5.
- (d) Approved product: Lansas Multi size super-flow plug or approved equal in accordance with B7.

#### E12.3.3 Bypass Hoses and Fittings

- (a) Bypass hose shall be a semi rigid style slip on discharge hose.
- (b) Fabricated tee's and wyes shall be used were required.
- (c) Hose and fittings must be designed to withstand pressures no less than the allowable back pressure on the plugs.

#### E12.3.4 Sandbags

- (a) Where required, provide sandbags for diversion of flow. Remove and dispose of sandbags upon completion of inspection. Sandbags in contact with sewage shall be disposed of at an approved disposal facility.

#### E12.3.5 Stop Logs and Plywood Diversion Dykes

- (a) Stop logs and plywood diversion dykes may be used to direct wastewater flows where chamber configurations permit. Plywood to have a minimum thickness of 19 mm and to be braced as required to resist hydrostatic pressures.

## E12.4 Methods

### E12.4.1 General

- (a) Maintaining Existing Sewer Flows, Flow Control, Diversions and Bypass Pumping required to complete the Works in the Contract shall be incidental to the Contract as per Clause 4.16.1 of CW 2130 unless stated otherwise herein.
- (b) Provide necessary flow control measures required to perform the work. Diversion of wastewater flow directly or indirectly to the environment, land drainage sewers, or storm relief sewers shall not be allowed.
- (c) Maintain existing sewer flows from the upstream wastewater sewers during construction. Any flow control measures implemented must be capable of passing wet weather or high flow conditions through the site should they be encountered. Where complete blockage of the sewer is proposed (e.g. inflatable flow through plugs) the plugs must be readily deflated or removed from the pipe in an emergency situation.
- (d) Installation of flow control measures shall be completed during dry weather flow conditions. Installation shall be delayed when wet weather events are anticipated.
- (e) Ensure all flow control components and materials are removed from the sewer system upon completion of the work.

### E12.4.2 Mainline Sewer Flows

- (a) The Contractor is responsible for bypassing or the temporary storage of all flows.
- (b) Flows and peak water levels have been provided for the purpose of developing flow management plans where it is anticipated that the Contractor will have to modify the existing wastewater sewer system for the Work. Should the Contractor intend further modification of the existing sewer system to complete the Work, the Contractor shall notify the Contract Administrator and provide a plan of the proposed modification, where the Contract Administrator will review and provide flows for development of a flow management plan.
- (c) Flow Conditions:
  - (i) Existing manhole south (S-MH70031691) of St. Charles Lift Station
    - ◆ Peak Dry Weather Flow (PDWF) from the west = 4.0 l/s
    - ◆ PDWF from the east = 1.5 l/s
    - ◆ Wet Weather Flow from the West = 27 l/s
    - ◆ WWF from the East = 41 l/s
    - ◆ PDWF level = 231.3 m
    - ◆ WWF level = 234.76 m
  - (ii) Existing manhole (S-MH70010091) at Oak Forrest Crescent and Oxbow Bend Road
    - ◆ PDWF = 5 l/s
    - ◆ WWF = 57 l/s
    - ◆ PDWF level = 230.85 m
    - ◆ WWF level = 230.97 m
- (d) Complete blockages of the upstream sewer to facilitate installation of bypass measures shall not be undertaken.
- (e) Flow bypasses shall be constructed during periods of DWF.

### E12.4.3 Weather

- (a) Review the Environment Canada weather forecast with the Contract Administrator before deploying bypass works.

- (b) Delay installation of WWS and manholes and/or secure Works when the anticipated weather conditions are such that anticipated sewer flow will exceed the flow control measures provided.
- (c) The Contractor shall advise immediately of any weather-related delays.
- (d) The Contractor to schedule Work according to the weather; The City is not responsible for costs associated with weather related delays.

**E12.5 Measurement and Payment**

- (a) Flow control measures necessary to complete the Work will be considered incidental and will not be measured for payment. No additional payment will be made.

**E13. TRENCH EXCAVATION**

E13.1 Further to Clause 3.3 of CW 2130, where denoted on the Drawings for Open Cut Installations sewers shall be installed by trench methods.

E13.2 Selection of excavation equipment for installation of sewers by trench methods shall be the responsibility of the Contractor and shall be made based on the basis of expected soil conditions as detailed on the test hole logs. The Contractor shall make allowances in the choice of equipment to account for reasonable and minor deviations in ground conditions and shall have contingency plans for the removal of boulders and other minor changes in ground conditions.

E13.3 The Contractor shall refer to Section E16 for additional requirements for Excavation, Bedding and Backfill.

E13.4 Contractor shall Submit to the Contract Administrator a pipe installation method statement including a short description of the proposed open cut installation for each segment.

**E14. TRENCHLESS EXCAVATION**

E14.1 Further to Clause 3.4.1 of CW 2130, where denoted on the Drawings for Trenchless Installations sewers shall be installed by trenchless methods.

E14.2 Selection of excavation equipment for installation of sewers by trenchless methods shall be the responsibility of the Contractor and shall be made based on the basis of expected soil conditions as detailed on the test hole logs. The Contractor shall make allowances in the choice of equipment to account for reasonable and minor deviations in ground conditions and shall have contingency plans for the removal of boulders and other minor changes in ground conditions.

E14.3 Contractor shall Submit to the Contract Administrator a pipe installation method statement including a short description of the proposed trenchless method for each segment.

E14.4 Pressure grouting or approved alternative methods shall be used to fill voids caused by the installation or if the bored hole diameter is greater than the outside diameter of the pipe by more than 25 mm.

E14.5 In the event that there is a substantial change in the character or nature of the subsurface conditions or that obstructions are encountered, which adversely impact the Contractor's production or construction procedure, the Contractor shall immediately notify the Contract Administrator.

- (a) The notice shall provide details of the change in subsurface soil conditions or obstructions encountered, any proposed construction procedure revision that the Contractor intends to undertake, as well as any other relevant supporting information.
- (b) The Contract Administrator shall review the notice as expeditiously as possible to assess whether the change in conditions and revised construction procedures amount to a Change in Work. In the case of obstructions due to boulders in the silt/till or hardpan strata

where that stratum is evident in the test hole logs, no consideration will be made for a Change in Work as boulder obstructions can be reasonably anticipated when working in this stratum. Obstructions such as “random boulders” in the clay strata well above the till interface may be considered as a Change in Work dependent on the level of effort required to facilitate their removal.

- (c) Where the Contract Administrator deems that a Change in Work is necessary, it shall be valued in accordance with the provisions of C7 and the supplementary requirements of E15.

## **E15. TRENCHLESS EXCAVATION OBSTRUCTIONS**

E15.1 Contingency plans for removal of the obstructions encountered in trenchless excavations must be approved by the Contract Administrator and may consist of but not limited to one of the following.

- (a) Drill or excavate a shaft at the location of the obstruction and remove the obstruction.
- (b) Remove the obstruction through the jacking head or core hole following drilling, splitting or breaking the obstruction into smaller components as required.
- (c) Other removal methods.

E15.2 Where the Contract Administrator deems that the obstruction encountered represents a Change in Work, the Contractor will be compensated from the allowance under the Contract unit price “Change in Contract Conditions” in accordance with C7.4 and the following supplemental requirements:

- (a) The first four (4) hours of handling obstructions for each occurrence shall be the responsibility of the Contractor.
- (b) Equipment rates for equipment required in support of the obstruction removal shall be compensated at the MHCA rental rates. Equipment not listed in the MHCA rate schedule shall have their rates established by the Contractor prior to the commencement of Work in accordance with the procedure documented in the MHCA rental guide for establishing equipment rental rates and shall be subject to the approval of the Contract Administrator.
- (c) Standby equipment that cannot reasonably be deployed elsewhere during the duration of the obstruction removal shall be compensated at 50% of its established rate as noted in E15.2(b) above.
- (d) Labour rates and material costs associated with obstruction removal shall be compensated as per C7.4 (c) and C7.4.1 with the provision that any removal and replacement of pavements shall be compensated at the Contract Unit Price for such Work.

## **E16. PTH 100 CASING AND CARRIER PIPE INSTALLATION**

E16.1 This Section details the installation of the 900 mm steel casing pipe and 450 mm wastewater sewer crossing PTH 100.

E16.2 Submittals

E16.2.1 Submit Shop Drawings for the following in accordance E5:

- (a) Excavation and shoring drawings shall be sealed by a Professional Engineer, registered in the Province of Manitoba, experienced in the design of shoring systems for the excavation method proposed.
- (b) Trenchless installation methodology, including supporting axial forces demonstrating the proposed steel pipe is of suitable strength for installation sealed by a Professional Engineer.
- (c) Steel casing pipe.
- (d) Casing spacers and hardware, including recommendation for spacer placement.
- (e) Casing end seal.

- (f) All other materials specified herein.

E16.2.2 The Contractor shall submit a Construction Method Statement in accordance with E5 with the following additional information:

- (a) Excavation method around existing utilities and temporary support methods. Existing utilities include buried fibre optics, buried hydro, and overhead hydro, where applicable.
- (b) Wastewater sewer construction sequencing, including:
  - (i) casing pipe installation method;
  - (ii) wastewater sewer installation through casing pipe;
  - (iii) tie-in's to the existing wastewater sewer;
  - (iv) maintenance of existing drainage flow in PTH 100 ditches.

### E16.3 Materials

#### E16.3.1 Steel Casing Pipe

- (a) The following casing pipe is to be supplied for completion of the work:
  - (i) 900 mm steel casing pipe.
  - (ii) Standard Black Steel ASTM A53 Grade B ERW with minimum yield strength of 240 MPa
  - (iii) Pipe Dimensions:
    - ◆ Outside Diameter: 914 mm (36")
    - ◆ Inside Diameter: 889 mm
    - ◆ Wall Thickness: 12.7 mm (1/2")
  - (iv) Joint: Permalok T5 or Continuous Welded Joint

#### E16.3.2 Metallic Casing Spacers

- (a) Casing spacers shall be constructed from type 304 stainless steel.
- (b) Casing spacers shall be supplied complete with glass reinforced polyester or nylon runners, capable of providing di-electric insulation between the casing pipe and runner.
- (c) Minimum band thickness: 14 Gauge
- (d) Minimum band thickness: 305 mm
- (e) Minimum riser thickness: 10 gauge
- (f) Hardware shall be 304 stainless steel.
- (g) The Contractor shall determine the carrier pipe weight taking the following into consideration:
  - (i) Carrier pipe product selected: 450 mm wastewater sewer DR 35 PVC pipe or ASTM C76 Class V RCP in accordance with CW 2130
  - (ii) Carrier pipe is full of water
  - (iii) Max casing spacer separation: 1.80 m
  - (iv) Spacers shall be placed on both sides of pipe joints a maximum of 600 mm from the joint and as recommended by the manufacturer.
  - (v) The casing spacer supplier shall confirm the load carrying capacity of the spacer and provide maximum spacing recommendations based on the applied loads and capacity of the casing spacer.
- (h) Approved Products:
  - (i) Stainless Steel Band Casing Spacers Model "SSI" Model "S" produced by APS Advance Products & Systems, LLC.
  - (ii) or approved equal in accordance with B7.

### E16.3.3 Casing End Seals

- (a) Ends of the casing shall be sealed against the carrier pipe to prevent water and soil transfer in to the annulus.
- (b) End seal shall be a pull on or wrap around style complete with stainless steel Type 304 minimum bands for both the casing and carrier pipe connections.
- (c) Seal shall be manufactured from 3.175 mm (1/8") thick EPDM 60 rubber.
- (d) The overlap portions of the rubber shall be sealed to provide a water tight membrane.
- (e) Approved products:
  - (i) Model "ESC" Pull-on or Model "ESW" Wrap Around End Seal produced by CCI Piping Systems.
  - (ii) Model "AC" Pull-on or Model "AW" Wrap Around End Seal produced by APS Advance Products & Systems, LLC.
  - (iii) or approved equal in accordance with B7.

### E16.3.4 Shoring

- (a) Shoring shall be provided for excavations in accordance with Section E17.
- (b) Excavation shoring shall be designed to accommodate the installation of the casing pipe and all pipe and fittings.
- (c) All shoring systems shall comply with Manitoba Workplace Safety and Health requirements.
- (d) Shoring Restrictions:
  - (i) Shoring shall not encroach onto private property without written permission from the land owner.
  - (ii) Shoring limits shall not encroach any closer to PTH 100 than shown on the drawings without written authorization from MTI. The exact dimensions of the shaft are the sole responsibility of the Contractor. Dimensions shown on drawings are for indicative purposes only.
- (e) Contractor shall be aware that the ditches adjacent to the shoring convey land drainage through the site, and the Contractor shall consider this in their shoring design. The Contractor shall maintain the existing drainage around the shoring, with 50 year peak flow around in the east and west PTH 100 ditches estimated to be one (1) cms on each side (2 cms total).

### E16.3.5 Trenchless Casing Pipe Installation

- (a) Install casing pipe in accordance with Section E14 and as specified herein:
  - (i) Equipment used for trenchless pipe installation shall be capable of articulated steering capable of maintaining the alignment with the specified tolerances for the anticipated ground conditions. The Contractor must be able to demonstrate the steering capabilities of the proposed equipment and their ability to steer within the anticipated ground conditions.
  - (ii) Jacking methods shall be selected such that at any given time during the casing installation process the bore hole is fully supported with a maximum overbore of 25 mm. Acceptable methods for installation include use of a guided auger bore method or pipe ram.
  - (iii) The Contractor shall be aware of the possibility of encountering boulders or other solid obstructions within the proposed bore path at the interface of the clay and till layers. Notify the Contract Administrator immediately upon encountering changes in ground conditions.

### E16.3.6 Installation of 450mm Wastewater Sewer Pipe in a Casing Pipe

- (a) Complete installation within casing pipe in accordance with CW 2110 and as noted herein. Otherwise complete installation in accordance with CW 2130.

- (b) The Contractor shall install the wastewater piping in such a manner as to not separate or over insert the PVC pipe joints in accordance with manufacturer recommendations.
- (c) Install casing spacers as per the manufactures recommendations.

#### E16.4 Measurement and Payment

- E16.4.1 Completion of the PTH 100 Crossing will be paid on a lump sum basis as listed in the Form B: Prices.
- E16.4.2 Payment will be made at the Contract Unit Price for “PTH 100 Crossing” as listed in the Form B: Prices.
- E16.4.3 Payment for PTH 100 casing and carrier pipe installation shall include the following:
  - (a) Design, supply, installation, and removal of shoring;
  - (b) Erection of all temporary fencing;
  - (c) Development of site access;
  - (d) Excavation and disposal of all unused excavated material;
  - (e) Maintaining ditch flows around excavation;
  - (f) Supply and installation of casing pipe;
  - (g) Supply and installation of 450mm wastewater sewer pipe in a casing pipe;
  - (h) Supply and installation of casing spacers, and end seals;
  - (i) Supply and placement of backfill;
  - (j) Any and all other work and materials specified herein and required to complete the work as specified.

### **E17. EXCAVATION, BEDDING AND BACKFILL**

#### E17.1 General

- (a) This Specification shall revise, amend, and supplement the requirements of CW 2030 of the City of Winnipeg’s Standard Construction Specifications

#### E17.2 Submittals

- (a) Submit shoring designs, in accordance with CW 2030.
- (b) Submit proposed methodology for additional groundwater testing detailing proposed additional wells, pumping and any other equipment and means required to establish groundwater inflow rates.
- (c) Submit groundwater dewatering strategy, including proposed method, pumps, discharge rates and any other information demonstrating the adequacy of the system to support their means and methods for sewer installation sealed by a Professional Engineer or Geoscientist registered in the Province of Manitoba and experienced in hydrogeology.

#### E17.3 Existing Utilities

- (a) Arrange and pay for any required safety watches around existing utilities as per CW1120.
- (b) Arrange and provide temporary or permanent relocation of existing utilities, and or temporary support of existing utilities required for the excavation of the shafts. Work on private utilities may not occur without submittal and approval of your utility plan to the Contract Administrator and approval from the utility owner.

#### E17.4 Re-bedding of Land Drainage Sewer and Leads, Watermain and Water Service, and Wastewater Service Crossings for Open Cut Installations

- (a) Locate, expose and support existing Land Drainage Sewer and Leads, Watermain and Service, Wastewater Service in accordance with CW 1120 for open cut installations as shown in the Drawings.

- (b) For Land Drainage Sewers and Leads, the Contractor may support or cut the pipe provided a size on size by pass is provided, and maintenance of all land drainage flows shall be the responsibility of the Contractor. Repair Sewers and Leads in accordance with CW 2130.
- (c) For Watermain and Water Service, the Contractor shall arrange for isolation of watermain crossings by closure of valves and provide temporary water in accordance with CW 1120 as required for their installations. Should the Contractor choose to cut watermains or water service, repair watermains and water services in accordance with CW 2110.
- (d) For Wastewater Services, the Contractor may support or cut the pipe provided flows are maintained through excavation. Repair sewer services in accordance with CW 2130.
- (e) Land Drainage Sewer and Leads, Watermain and Water Service, and Wastewater Service Crossings shall be re-bed in accordance with the Drawings, and as described:
  - (i) Construct a cement stabilized fill foundation bearing on competent till, removing any loose sand or silt, extending to 150 mm below the bottom of the pipe, extending the width of the trench required for the 450 mm wastewater installation and the length as shown in the drawings.
  - (ii) For excavations containing multiple crossings, if the spacing between pipes is less than 600 mm a single cement stabilized fill foundation shall be used.
  - (iii) Install pipe in Class B Bedding per CW 2030. Bedding sand is suitable for the re-bedding of these pipe crossings. Backfill in accordance with this Section.

#### E17.5 Disposal of Unsuitable or Surplus Excavated Material

- (a) The Contractor is responsible for arranging for a disposal site for all excavated material, including all associated works including transportation and payment of tipping fees. Disposal of all excavated material shall be considered incidental to the Works.

#### E17.6 Foundation, Bedding and Backfill

- (a) Class B Bedding shall be used for all pipe installations unless otherwise noted.
- (b) Type 3 bedding and initial backfill material shall be used in place of sand for all pipe installations unless otherwise noted. The Contractor shall supply and install CW 3130 non-woven geotextile fabric between the Type 3 material and Type 1 backfill material to mitigate soil migration, extending the non-woven geotextile a minimum of 300 mm vertically and upward along the trench walls.
- (c) All shafts located within one (1) metre of paved areas on Regional streets shall be backfilled with Class 1 backfill as per SD-002.
- (d) All shafts located within one (1) metre of paved areas of Non-Regional streets shall be backfilled with Class 2 or Class 3 backfill as per SD-002.
- (e) Shafts to accommodate a tunnelling or jacking machine shall be constructed with a concrete foundation of sufficient cross section and trueness to adequately support and align the machine during tunnelling operations.

#### E17.6.1 Groundwater Dewatering

- (a) The Contractor shall review the Hydrogeological Report provided in Appendix B.
- (b) The Contractor shall be aware of the potential of groundwater inflow in the upper sandy silt till and undertake additional groundwater testing prior to the development of a groundwater dewatering or management strategy suited for their means and methods of installation of the 450 mm wastewater sewer and associated appurtenances.
- (c) The Contractor shall submit findings and recommendations of their additional groundwater testing, inclusive of recommended groundwater dewatering strategy suited to their means and methods for installation of the 450 mm wastewater sewer and associated appurtenances, to the Contract Administrator prior to commencement of any work within the upper sandy silt till layer.

- (d) The Contractor shall proceed with the installation of their groundwater dewatering system in accordance with recommendations from their additional groundwater testing program upon review with the Contract Administrator.
- (e) Further to Clause 3.1.4 of CW 2030, water from dewatering systems shall be directed to the LDS system and adequate steps put into place to ensure sediment is intercepted prior to entering the LDS system.

#### E17.7 Measurement and Payment

- (a) Re-bedding of Land Drainage Sewer and Leads, Watermain and Water Service, and Wastewater Service Crossings for Open Cut Installations shall be measured on a per unit basis, inclusive of supporting, cutting, maintaining service, provision of temporary water, formwork, cement stabilized fill, repair couplings and pipe, bedding and backfill or any other Work required for the installation. Payment will be made as listed on Form B: Prices.
- (b) Excavation, shoring, backfilling, and supply and installation of the non-woven geotextile fabric for pipe installation will not be measured for payment. Costs for excavation and shoring shall be included in the price for installation of sewer pipe. No separate measurement or payment will be made.
- (c) The additional groundwater testing and associated reporting completed and submitted by the Contractor shall be considered incidental to the Work. No separate measurement or payment will be made.
- (d) Costs for dewatering based on the recommendations from the Contractor's Professional Engineer or Geoscientist groundwater testing report shall be paid for under the cash allowance for "Excess Groundwater Dewatering" as defined in E21.

### E18. TEMPORARY SURFACE RESTORATION

#### E18.1 General

- (a) This specification applies to temporary surface restoration Work.
- (b) Further to clause 3.3 of CW 1130, where permanent surface restorations cannot be made in the minimum backfill consolidation period of thirty (30) days, provide temporary surface restoration at the minimum following locations:
  - (i) Driveways along Gagnon Street and Sansome Avenue
  - (ii) Sidewalks along Gagnon Street and Sansome Avenue
  - (iii) Access to Jeanette Bay

#### E18.2 Construction Methods

- (a) Backfill under Temporary Surface Restoration
  - (i) Backfill and level boulevards and grassed areas to match existing surface elevations.
  - (ii) Use Class 2 backfill in excavation under temporary street pavement and sidewalk where Class 3 backfill cannot be jetted and flooded due to cold weather.
  - (iii) Class 2 backfill may be compacted in 600 mm lifts where backhoe operated pneumatic plate compactors are used.
  - (iv) Jet and flood Class 2, Class 3 and Class 5 backfilled excavations in spring when ground is not frozen prior to permanent restoration.
- (b) Temporary Surface Restoration
  - (i) Cap excavations in concrete pavement with a 100 mm layer of concrete for "Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310.
  - (ii) Cap excavations in sidewalk pavement with a 50 mm layer of concrete for "Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310.
  - (iii) Insulate temporary concrete as required during 48 hour curing period.

- (iv) Where curb has been removed as part of the pavement cut pour temporary curb using “Concrete for Temporary Restoration of Utility Pavement Cuts” as specified in CW 3310.
- (v) Remove all temporary pavements prior to permanent restorations.
- (c) Maintenance
  - (i) The Contractor shall monitor and maintain temporarily restored surfaces as required until permanent restoration is complete.
  - (ii) If, in the opinion of the Contract Administrator, temporarily restored surfaces are not being adequately maintained or were not properly constructed and pose a danger to the public, maintenance or reconstruction will be done by the City forces with no advance notification the Contractor.
  - (iii) All costs associated with the maintenance or reconstruction of temporary pavement incurred by the City shall be deducted from future payments to the Contractor.

**E18.3 Measurement and Payment**

- (a) Temporary restoration will be measured on unit price basis as listed in Form B: Prices. Payment will be made at the Contract Price for “Temporary Surface Restorations”.
- (b) No extra payment will be made for the installation of Class 2 backfill under temporary street pavement and sidewalk.
- (c) No measurement or payment will be made for the temporary restorations of boulevards and grassed areas.
- (d) No measurement or payment will be made for the removal of temporary pavement prior to permanent restoration.

**E19. PERMANENT RESTORATION**

**E19.1 Description**

- (a) This specification identifies the requirements for permanent surface restorations.
- (b) The specification amends the Surface Restorations defined in CW 2130 and places the cost of permanent surface restorations upon the particular Work item being undertaken.

**E19.2 General**

- (a) The Contractor shall allow for a minimum of thirty (30) days to allow for the majority of the backfill consolidation to occur prior to commencing the permanent surface restorations. Contractor to provide temporary surface restoration in accordance with E18.
- (b) The Contractor will follow the City’s Street By-law No. 1481/77 and Street Cuts Manual (2024) for all pavement restoration unless otherwise shown on the drawing or specifications or as directed by the Contract Administrator. The Contractor or their subcontractor shall hold a Restoration Contractor’s License issued under the Streets By-law in order to restore pavement cuts in accordance with the City of Winnipeg Street Cuts Manual.
- (c) The Street Classification and Surface Type within the project work area are classified as follows:

Street Name	Segment	Priority	Pavement Type	General Condition
Oak Forest Crescent	Blue Oaks Cove to Oxbow Bend Road	P3	Asphalt	Good
Augier Avenue	Oxbow Bend Road to Gagnon Street	P2	Asphalt	Fair
Augier Avenue	Gagnon Street to St. Charles Street	P2	Asphalt over Concrete	Good

Street Name	Segment	Priority	Pavement Type	General Condition
Gagnon Street	Augier Avenue to Sansome Avenue	P3	Asphalt Over Concrete	Good
Sansome Avenue	Gagnon Street to St. Charles	P3	Concrete	Poor
Oxbow Bend Road	Augier Avenue to Augier Avenue	P3	Gravel	Not Rated

Note: Values obtained from City of Winnipeg Street Conditions Map available at:  
<https://winnipeg.ca/publicworks/maps/streetconditions.asp>  
Conditions reported at the time of posting may not reflect existing conditions.

- (d) All street segments within the work area impacted by the Work as determined by the Contract Administrator shall be maintained and restored with the following additional requirements.
- (i) Review and record the condition of each street segment with the Contract Administrator and a City Representative from Public Works prior to the initiation of Work.
  - (ii) Review and record the condition of each street segment with the Contract Administrator and a City Representative from Public Works prior to surface restoration. The surface restoration required for each street segment will be agreed upon at this review meeting.
  - (iii) Pavement Restoration Guidelines can be found in the City of Winnipeg Street Cuts Manual and are summarized below.
    - (i) Asphalt and Asphalt over Concrete:

Rated Pavement Condition of Segment	Regional Streets	Non-Regional Streets
	Action Required	Action Required
New	Grind and repave full lane width, and length of excavation or project (see Note A-3 and Pavement Restoration Requirements for Series of Cuts)	Grind and repave full lane width, and length of excavation or project (see Note A-3 and Pavement Restoration Requirements for Series of Cuts)
Good		
Fair		Decision after inspection by Public Works Department (see Notes A-2 and A-3)
Poor	Decision after inspection by Public Works Department (see Notes A-2 and A-3)	Isolated repairs accepted

(ii) Portland Cement Concrete:

Rated Pavement Condition of Segment	Regional Streets	Non-Regional Streets
	Action Required	Action Required
New	Full panel repair	Full panel repair
Good		
Fair	Decision after inspection by Public Works Department (see Note B-2)	Decision after inspection by Public Works Department (see Note B-2)
Poor		Isolated repairs accepted

E19.3 Methods

- (a) The Contractor shall permanently restore all existing surface areas disturbed by construction activities including but not limited to areas disturbed by; construction equipment, placement of equipment trailers and where construction materials were stockpiled, shall be restored as follows:
- (i) Full depth partial slab patches in accordance with CW 3230.
  - (ii) Boulevards, ditches and grassed areas - sodding using imported topsoil in accordance with CW 3510. The Contractor shall restore all areas disturbed during construction to existing condition or better, using topsoil and sod at its own cost.
  - (iii) Asphalt surfaces – match existing base course and asphalt thickness or a minimum of 150 mm of base course and 75 mm of Type 1A Asphaltic Concrete, whichever is greater, in accordance with CW 3410.
  - (iv) Miscellaneous concrete slabs, including sidewalk - in accordance with CW 3235
  - (v) Interlocking stones – in accordance with CW 3330.
  - (vi) Concrete curb and gutter – in accordance with CW 3240.
  - (vii) Trees - requiring replacement due to construction activities (as directed by the Contract Administrator) shall be installed in accordance with CW 3510. The Contractor will not be reimbursed under a separate pay item for replacing trees damaged by construction activities. The work will be considered incidental to the Work.

E19.4 Measurement and Payment

- (a) All costs associated with Permanent Restoration as described herein, including but not limited to the construction of sewers, manholes, catch basins, catch basin leads, catch pits,

sewer services, connections, and other works shown on the Drawings, will be measured on a unit price basis and payment will be made in accordance with the unit prices listed on Form B: Prices.

- (b) Permanent Restoration for pavement repairs related to provisional items not identified on the Drawings will be measured on a unit price basis and payment will be made in accordance with the unit prices listed on Form B: Prices.

## **E20. HAZARDOUS MATERIALS**

- E20.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

## **E21. CASH ALLOWANCE FOR EXCESS GROUNDWATER DEWATERING**

- E21.1 Additional Work may be necessitated due to excess groundwater dewatering requirements as defined in E17.7(d)
- E21.2 A cash allowance has been included on Form B: Prices.
- E21.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.
- E21.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.
- E21.5 Additional services and/or Work will not be initiated for:
  - (a) Reasons of lack of performance or errors in execution.
  - (b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.
- E21.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.
- E21.7 Material Mark-Up Factors in accordance with C7:
  - (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
  - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
  - (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
  - (d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%).
    - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);
    - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
  - (e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
    - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.

**E21.8** In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
  - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or .
  - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.2.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.3 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.5 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.
- F1.6 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 specified in F1.1.
- F1.7 Each individual proposed to perform the following portions of the Work:

- (a) Pre-inspection of homes on Sansome Avenue, Gagnon Street, Augier Avenue and Jeanette Bay.

shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.

- F1.8 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.9 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in F1.1.
- F1.10 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- F1.11 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 Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in F1.1.