



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 92-2006**

**SUPPLY AND INSTALLATION OF A STEEL GRATE ON THE LOT 16 DRAIN INLET  
STRUCTURE**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 SUPPLY AND INSTALLATION OF A STEEL GRATE ON THE LOT 16 DRAIN INLET STRUCTURE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 01, 2006.

B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 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.
- B5.4 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.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his 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.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his 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 B13.
- B5.9 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.

**B6. BID SUBMISSION**

- B6.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices
- B6.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B6.2.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.4 Bid Submissions shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

**B7. BID**

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than his 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original.

B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.2 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.

B8.3 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.

## **B9. QUALIFICATION**

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

## **B10. OPENING OF BIDS AND RELEASE OF INFORMATION**

B10.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B10.1.1 Bidders or their representatives may attend.

B10.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B11. IRREVOCABLE BID**

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 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 for the time period specified in Paragraph 9 of Form A: Bid.

## **B12. WITHDRAWAL OF BIDS**

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding GC:23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative



Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

### **B13. EVALUATION OF BIDS**

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(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.

B13.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

### **B14. AWARD OF CONTRACT**

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.

B14.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

**B14.5** The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

#### **D2. SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall consist of supplying and installing an inlet grate and chain link fence at the Lot 16 Drain inlet structure.
- D2.2 The major components of the Work are as follows:
- (a) Removal and disposal of existing grating
  - (b) Removal and disposal of existing chain link fencing
  - (c) Cut back all existing anchor bolts 50 mm below concrete surface and patch with Sika Pronto 11 complete with Subzero additive
  - (d) Supply and installation of inlet grate at Lot 16 Drain inlet structure
  - (e) Supply and installation of chain link fencing

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

- D3.1 The Contract Administrator is Dillon Consulting Limited, represented by:  
Ameen DeRaj, P.Eng.  
Project Engineer  
200 – 895 Waverley Street, Winnipeg, Manitoba R3T 5P4  
Telephone No. (204) 453-2301  
Facsimile No. (204) 452-4412
- D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D4. CONTRACTOR'S SUPERVISOR**

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

## **D5. NOTICES**

- D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
- The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D6. INSURANCE**

- D6.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D6.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

#### **D7. PERFORMANCE SECURITY**

D7.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D7.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D7.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

#### **D8. SUBCONTRACTOR LIST**

D8.1 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 seven (7) Calendar Days from notification of the award of Contract.

### **SCHEDULE OF WORK**

#### **D9. COMMENCEMENT**

D9.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence that the Contractor is 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;
  - (ii) evidence of the workers compensation coverage specified in GC:6.14;
  - (iii) evidence of the insurance specified in D6;
  - (iv) the performance security specified in D7;
  - (v) the Subcontractor list specified in D8; and

- (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.

D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

#### **D10. SUBSTANTIAL PERFORMANCE**

D10.1 The Contractor shall achieve Substantial Performance by April 07, 2006.

D10.2 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.

D10.3 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.

#### **D11. TOTAL PERFORMANCE**

D11.1 The Contractor shall achieve Total Performance by April 21, 2006.

D11.2 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.

D11.3 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.

#### **D12. LIQUIDATED DAMAGES**

D12.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Nine Hundred and Sixty dollars (\$960.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **CONTROL OF WORK**

##### **D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D13.1 Further to GC:6.26, 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).

## **WARRANTY**

### **D14. WARRANTY**

- D14.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.
- D14.2 Notwithstanding GC:13.2 or D14.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use; or
- D14.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.



**FORM H1: PERFORMANCE BOND**  
(See D7)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

BID OPPORTUNITY NO. 92-2006

SUPPLY AND INSTALLATION OF A STEEL GRATE ON THE LOT 16 DRAIN INLET STRUCTURE

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D7)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 92-2006

SUPPLY AND INSTALLATION OF A STEEL GRATE ON THE LOT 16 DRAIN INLET  
STRUCTURE

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_ Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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

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

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

\_\_\_\_\_  
(Date)

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

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

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS**

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
LD-3290	Plan and Details
LD-3291	Sections and Details I
LD-3292	Sections and Details II

#### **E2. DAMAGE TO EXISTING STRUCTURES AND PROPERTY**

- E2.1 Further to Clause GC.6.28(a) of the General Conditions, special care shall be taken to avoid damage to the existing adjacent structures or properties during the course of the Work.
- E2.2 Any damage caused by the negligence of the Contractor or his Subcontractors to the adjacent structures or properties shall be promptly repaired by him at his own expense, to the satisfaction of the property owner and the Contract Administrator.

#### **E3. COOPERATION WITH OTHERS**

- E3.1 Further to Clause GC.6.25 and GC.8 of the General Conditions, the Contractor's attention is directed to the fact that other Contractor's, the personnel of other utilities, and the staff of the City may be working in the areas on or adjoining the Site.
- E3.2 The activities of these agencies may coincide with the Contractor's execution of the Work, and it will be the Contractor's responsibility to co-operate to the fullest extent with personnel working in the area, and such co-operation is an obligation of the Contractor under the terms of this Contract.

#### **E4. EXISTING SERVICES AND UTILITIES**

- E4.1 Further to Clause GC.3.1 of the General Conditions, information shown on the drawings is supplied by the City to the best of their knowledge from record information. It is hereby expressly understood that the information provided with respect to type of, or location of services shall be accepted by the Contractor at his own risk, and the City shall assume no responsibility for the accuracy or completeness of the information contained therein.
- E4.2 In addition, with regard to Underground Utilities, all gas crossings shall be exposed by hydro-vacuum methods prior to pipe installations underneath them by augered or jacked methods.

## **E5. SURFACE MAINTENANCE**

- E5.1 The Contractor shall maintain all surfaces in accordance with the latest edition of the Streets By-law No.1481 until permanent restorations have been completed. Should the Contractor fail to maintain all disturbed surfaces, the City or its designate may perform the Work required and Contractor shall be charged with all associated costs.

## **E6. SAFETY PRECAUTIONS**

- E6.1 Further to Clause 15 of the Standard Provisions, the Contractor shall ensure that any excavation left open or exposed overnight, over a weekend or for any length of time unattended shall have full and adequate safety precautions provided. These precautions shall include but not be limited to covering the excavation with timber planks or steel plates and erecting a barricade completely around the excavation complete with signing in accordance with the City of Winnipeg Manual of Temporary Traffic Control.

## **E7. TRAFFIC CONTROL AND MAINTENANCE OF ACCESS**

- E7.1 The Contractor's attention is drawn to Clauses 6 and 15 of CW 1100-R4 regarding his responsibility for notification to utilities and other authorities as well as their responsibility concerning traffic control and maintenance of access.
- E7.1.1 Traffic control shall be done in accordance with the City of Winnipeg "Manual of Temporary Traffic Control in Work Areas on City Streets" and the City of Winnipeg Emergency Services shall be notified.
- E7.1.2 Control in Work Areas on City Streets" and the City of Winnipeg Emergency Services shall be notified.
- E7.2 No Work shall be carried out on Regional Streets during the hours of 07:00-09:00 and 15:30-17:30, Monday through Friday, Statutory or Civic Holidays excepted.
- E7.3 Further to these requirements, the Contractor shall note that Work shall be carried out on Regional Streets only during the times approved by the Superintendent of Traffic Services, Traffic Operations Section of Streets and Traffic Branch in the Streets and Transportation Department of the City of Winnipeg.
- E7.3.1 No additional compensation will be considered for evening or weekend Work that may result to meet these requirements.
- E7.3.2 The following is a list of Regional Streets included in or intersecting the Work:  
(a) Pembina Highway
- E7.4 In accordance with the Manual of Temporary Traffic Control, the Contractor ("Agency" in the Manual) shall not be responsible for any costs incurred from required meter hooding and parking restriction signs erected by The City of Winnipeg, Traffic Services Branch. The Contractor will provide a minimum of forty-eight (48) hours notice to the Contract Administrator when meter hooding or parking restrictions are required. The Contract Administrator will contact Traffic Services to arrange for the implementation of the parking restrictions. Immediately upon completion of the Work, the Contractor will notify the Contract Administrator who will instruct Traffic Services to reinstate the parking. Traffic Services will submit their invoice to the Contract Administrator for payment. The placement of all other traffic control devices and the associated costs shall be the Contractor's responsibility.

## **E8. SETTING OUT**

E8.1 Further to Clause GC 6.28 of the General Conditions, and Clause 6 of the Standard Provisions, the Contractor shall provide and pay for all survey stakes required for the layout of the Work.

## **E9. PAVEMENT RESTORATIONS**

E9.1 The restoration of pavement areas excavated or damaged in any way during the construction Works will be considered incidental to the contract Work. No separate measurement or payment will be made for pavement restorations of any kind. All pavement restorations shall strictly conform with these Specifications, and the Standard Construction Specifications of the City of Winnipeg.

E9.2 The Contractor shall maintain all surfaces in accordance with the latest edition of the Streets By-law No. 1481 until permanent restorations have been completed. Should the Contractor fail to maintain all disturbed surfaces, the City or its designate may perform the Work required and the Contractor shall be charged with all associated costs.

## **E10. VERIFICATION OF WEIGHTS**

E10.1 All Material which is paid for on a weight basis shall be weighed on a scale certified by Consumer & Corporate Affairs, Canada.

E10.1.1 All weight tickets shall have the gross weight and the time and date of weighing printed by an approved electro/mechanical printer coupled to the scale.

E10.1.2 The tare weight and net weight may either be hand written or machine printed. All weights, scales and procedures shall be subject to inspection and verification by the Contract Administrator. Such inspection and verification may include, but shall not be limited to:

- (a) checking Contractor's scales for Consumer & Corporate Affairs certification seals;
- (b) observing weighing procedures;
- (c) random checking of either gross or tare weights by having such trucks or truck/trailer(s) combinations as the Contract Administrator shall select weighed at the nearest available certified scale;
- (d) checking tare weights shown on delivery tickets against a current tare.

E10.2 The Contractor shall ensure that each truck or truck/trailer(s) combination delivering Material which is paid for on a weight basis carries a tare not more than one (1) month old.

E10.2.1 The tare shall be obtained by weighing the truck or truck/trailer(s) combination on a certified scale and shall show:

- (a) upon which scale the truck or truck/trailer(s) combination was weighed;
- (b) the mechanically printed tare weight;
- (c) the license number(s) of the truck and trailer(s);
- (d) the time and date of weighing.

## **E11. TRUCK WEIGHT LIMITS**

E11.1 The City shall not pay for any portion of Material which results in the vehicle exceeding the maximum gross vehicle weight allowed under *The City of Winnipeg Traffic By-Law*, unless such vehicle is operating under special permit.



## **E12. NIGHT WORK AND NOISE LIMITATIONS**

- E12.1 Night work may have to be undertaken by the Contractor, as required by his schedule of work and by his actual work progress, to ensure timely completion of all Works of this Contract, all at his own cost.
- E12.2 Further to the General Conditions, the Contractor shall show that he has the approval of all applicable authorities in regard to said night work and to the anticipated/actual construction noise levels. In particular, such work shall conform with the Noise Control By-Law No. 2480/79. Also, the Contractor, at his own cost, incidental to these Works, shall supply sufficient lighting to enable all night work to be done in a safe and efficient manner, satisfactory to the Contract Administrator.
- E12.3 The Contractor is advised that possible noise level problems may limit his Work activities on Sundays and at night. The Contractor must request and receive approval from the Contract Administrator at least 48 hours in advance of any Contract Work to be undertaken on Sundays or at night. It will be the Contractor's responsibility to schedule work activities to minimize potential problems and/or to employ noise-reduction measures to lower the noise to an acceptable level. Time extension will not be granted on the basis of the Contractor being ordered to limit his activities at night.

## **E13. MISCELLANEOUS METAL**

### **E13.1 Description**

The Work covered under this Item shall include all operations related to the supply fabrication and placement of all miscellaneous metal fabrications, including inlet grating in accordance with this Specification and as shown on the Drawings. The Work will also include the removal and disposal of the existing inlet grate and existing chain link fencing.

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 the Work as hereinafter specified.

### **E13.2 Materials**

#### **E13.2.1 General**

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

#### **E13.2.2 Handling and Storage of Materials**

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

#### **E13.2.3 Structural Steel**

Structural steel shall be in accordance with CSA G40.21 Grade 350W. Hollow structural sections shall be in accordance with CSA G40.20 to either Class C or Class H, Grade 350W.

#### **E13.2.4 Fasteners, Fittings, Lifting Cables/Chains, and Accessories**

- (a) All anchor bolts, fasteners, fittings, lifting cables, and other accessories shall be in accordance with ASTM A276 Type 316 stainless steel and of ample section to safely withstand the forces created by operation of the equipment. Quantity and size of the fasteners shall be as recommended by the manufacturer or as shown on the

Drawings. Chains shall be hot-dip galvanized and shall otherwise comply with the requirements listed above. Fasteners, where required, shall be flat head and countersunk where practical.

E13.2.5 Hot-Dip Galvanizing

- (a) All structural steel under this specification, except stainless steel items, shall be hot-dip galvanized.
- (b) All hot-dip galvanizing shall be in accordance with CSA G164 for a minimum net retention of 600 g/m<sup>2</sup>. All components shall be galvanized after fabrication.

E13.2.6 Galvanizing Touch-up and Field-Applied Galvanizing

Field-applied galvanizing, to touch-up damaged hot-dip galvanizing on-site and to galvanize field welds, shall be done with self-fluxing, low temperature, zinc-based alloy rods in accordance with ASTM A780-80 for "Repair of Damaged Hot-Dip Galvanized Coatings." Approved products are Galvalloy as manufactured by Metalloy Products Company, P.O. Box No. 3093, Terminal Annex, Los Angeles, California, and Welco Gal-Viz Galvanizing Alloy, as manufactured by Thermocote Welco, Highway 161 York Road, Kings Mountain, North Carolina. Locally, both products are available from Welder Supplies Limited, 25 McPhillips Street, Winnipeg.

E13.3 Construction Methods

E13.3.1 General

- (a) Give items for casting into concrete to appropriate trades, together with setting templates. Touch-up rivets, field welds, bolts, and burnt or scratched surfaces after completion of erection, with approved galvanizing compound to the satisfaction of the Contract Administrator.

E13.3.2 Design and Shop Drawings

- (a) The Contractor will be responsible for the detailed design of the miscellaneous metal.
- (b) The detailed design of the inlet grate shall call for bolted connections only for the field assembly. The use of field welds will not be permitted unless noted otherwise on the contract drawings. Design the assembly so that the inlet structure can be disassembled with ease in the future, should maintenance be required.
- (c) Provide shop drawings for review by the Contract Administrator. Do not fabricate until the shop drawings have been reviewed.
- (d) The Contractor is advised that this is a metric project. All member sizes shall be shown in metric units (SI) on the Shop Drawings. Any Shop Drawings that do not conform with this requirement will be rejected.

E13.3.3 Fabrication

- (a) All fabrication shall be carried out in accordance with this Specification, Contract Drawings, and approved Shop Drawings.
- (b) The punching of identification marks on the members will not be allowed.
- (c) Any damage to members during fabrication shall be drawn to the attention of the Contract Administrator in order that the Contract Administrator may approve remedial measures.
- (d) Dimensions and fabrication details that control the field matching of parts shall receive very careful attention in order to avoid field adjustment.
- (e) All portions of the Work shall be neatly finished. Shearing, cutting, clipping, and machining shall be done neatly and accurately. Finished members shall be true to line, free from twists, bends, sharp corners, and edges.

- (f) Cut edges shall be true and smooth and free from excessive burrs or ragged breaks. Re-entrant cuts shall be avoided wherever possible. If used, they shall be filleted by drilling prior to cutting.
- (g) All holes shall be provided by drilling not burning. All holes shall be free of burrs and rough edges. All holes for field installation of fabricated items shall be countersunk to accept flat head fasteners. All welds shall be minimum 6 mm all around fillet welds unless noted otherwise on the Drawings. All welds, except hidden welds, shall be ground smooth and flush with the adjacent surface prior to hot-dip galvanizing.
- (h) All vertical and horizontal edges of fabricated items shall be ground to 6 mm radius.

#### E13.3.4 Welding

- (a) Welding shall be in accordance with CSA W59, "Welded Steel Construction." All seams shall be continuously welded and free from any slag or splatter. All seam welds shall be ground smooth and flush with the adjacent surface prior to hot-dip galvanizing or field galvanizing touch-up.

#### E13.3.5 Surface Preparation and Cleaning

- (a) Surface preparation and cleaning of materials prior to hot-dip galvanizing shall be in accordance with CSA G164 and SSPC Specification SP:6, "Commercial Blast Cleaning." All welding and provision of holes is to be completed prior to surface preparation and cleaning, except where shown on the Drawings.
- (b) The sandblasting and cleaning shall be done in the shop.
- (c) After the fabricated materials have been sandblasted and cleaned, the Contract Administrator will carry out a visual inspection of the materials in the shop before they are shipped to the galvanizing plant.

#### E13.3.6 Hot-Dip Galvanizing

- (a) The hot-dip galvanizing plant shall be a Regular Member of the American Galvanizers Association Inc. and certified to CSA G164.
- (b) Adequate venting and drainage holes shall be provided in enclosed sections for hot-dip galvanizing. The galvanizing facility shall be consulted regarding the size and location of these holes. Holes shall be provided by drilling not burning.
- (c) The galvanizing coating on the outside surfaces of all steel items shall be smooth and free of blisters, lumpiness, and runs.
- (d) In addition to the provision of corrosion protection by the galvanized coating, the aesthetic appearance of the steel items after hot-dip galvanizing will also be a criteria in the acceptance or rejection of the galvanized coating. The galvanized coating on the entire item shall have a uniform "silver" colour and lustre. Galvanizing with parts of the item having dull grey coating or streaks or mottled appearance will not be acceptable. If the galvanizing is rejected for aesthetic reasons, the Contractor shall rectify the appearance by applying spray-on molten zinc metallizing with 85/15 zinc/aluminum alloy. The metallizing shall be carried out in the shop before the item is installed.
- (e) Minor defects in the galvanizing coating shall be repaired by field touch-up galvanizing in accordance with this Specification. The Contract Administrator shall be consulted before repairs are made. Use of cold applied spray-on galvanizing will not be permitted and will be cause for rejection.
- (f) Other defects and contaminants in the galvanizing coating, such as heavy dross protrusions, flux inclusions, and ash inclusions shall be grounds for rejection of the galvanizing coating system.

- (g) The Contractor shall verify the thickness of galvanized coatings as directed by the Contract Administrator.
- (h) The steel items shall be stored on timber blocking after hot-dip galvanizing.

#### E13.3.7 Field-Applied Touch-up Galvanizing

- (a) Any areas of damaged galvanizing on miscellaneous steel items shall receive field-applied touch-up galvanizing.
- (b) Surfaces to receive touch-up galvanizing shall be cleaned using a wire brush, a light grinding action, or mild blasting to remove loose scale, rust, paint, grease, dirt, or other contaminants. Preheat the surface to 315°C and wire brush the surface during preheating. Rub the cleaned preheated area with the repair stick to deposit an evenly distributed layer of zinc alloy. Spread the alloy with a wire brush, spatula, or similar tool. Field-applied galvanizing shall be blended into existing galvanizing of surrounding surfaces and shall be buffed and polished if required to match the surrounding surfaces. Care shall be taken to not overheat surfaces beyond 400°C and to not apply direct flame to the alloy rods.

#### E13.3.8 Remove and dispose off-site the existing inlet grate.

- (a) The existing grate shall be removed and properly disposed of. All existing anchor bolts shall be cut back 50 mm below concrete surface and patched with Sika Pronto 11 complete with Subzero additive.

#### E13.3.9 Remove and dispose off-site the existing chain link fencing. Cut back any anchoring posts, plates and bolts and patch with Sika Pronto 11 complete with Subzero additive.

#### E13.3.10 The steel grate shall be installed according to the Contract Drawings

#### E13.3.11 Storage, Pickup, and Delivery

- (a) The Contractor will be required to store the manufactured products of this project in a location in the City of Winnipeg until required by the Contractor for incorporation in the Work. The Contractor shall load the manufactured products on conveyance equipment supplied by the Contractor. The Contractor will be required to haul the products to the construction Site.

### E13.4 Method of Measurement

#### E13.4.1 Supply and installation of miscellaneous metal will be paid for on a lump sum basis, as accepted by the Contract Administrator, and no measurement will be made of this Work.

### E13.5 Basis of Payment

#### E13.5.1 Supply and installation of miscellaneous metal will be paid for at the Contract Lump Sum Price for "Supply and Installation of Miscellaneous Metal," which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.

## E14. CHAIN-LINK FENCING

### E14.1 General

#### E14.1.1 Chain-link fencing shall be supplied and installed in accordance with Specification CW 3550-R2 except as amended herein.

#### E14.1.2 The fence is to be constructed with new material. The fence is to be constructed with a bottom rail rather than a tension wire. The fabric is to be attached to the line posts and top and bottom rails with continuous wire ties (slinky coil").

**E14.2 Method of Measurement**

E14.2.1 Chain link fencing will be measured on a linear measure basis. The quantity to be paid for will be the actual number of linear metres constructed in accordance with the CW 3550-R2 and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator.

**E14.3 Basis of Payment**

E14.3.1 Chain-link fencing will be paid for in accordance with the City of Winnipeg Specification CW 3550-R2.

**E15. CONFINED SPACE ENTRY SAFETY**

E15.1 The Contractor's attention is drawn to the Province of Manitoba Workplace Safety and Health Act ("the Act"), and the Regulations and Guidelines there-under pertaining to Confined Entry Work, and in particular the requirements for conducting hazard/risk assessments and providing personal protective equipment (PPE).

E15.2 The Contractor shall provide Supplied Air Breathing Apparatus conforming to the requirements of the Act, Regulations and Guidelines for the use of the Contract Administrator where confined entry is required to allow for inspection of the Work.

**E16. SHOP DRAWING SUBMITTALS**

E16.1 The Contractor shall arrange for the preparation of Shop Drawings required by the Contract or as may reasonably be required by the Contract Administrator.

E16.2 The Contractor shall review all Shop Drawings prior to submitting same to the Contract Administrator. By this review, the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that he has checked and coordinated each Shop Drawing with the requirements for the Work and of the Contract. The Contractor's review of each Shop Drawing shall be certified by stamp, date and signature in the manner stipulated by the Contract Administrator.

E16.3 The Contractor shall promptly submit Shop Drawings to the Contract Administrator in an orderly sequence to prevent delay in the Work or in the Work of other Contractors. At the time of submission, the Contractor shall notify the Contract Administrator of any deviations in the Shop Drawings from the requirements of the Contract.

E16.4 The Contract Administrator shall review the Shop Drawings promptly or in accordance with a schedule agreed upon in writing. The Contract Administrator, upon completion of the review, shall communicate either his acceptance or rejection of the Shop Drawings to the Contractor. The Contract Administrator's review and acceptance shall be for conformity to the design concept of the Work and for compliance with the Contract.

E16.4.1 The acceptance of the Shop Drawings for a component or a subassembly shall not constitute acceptance of the assembly of which it is a part.

E16.4.2 The review shall not relieve the Contractor of responsibility for errors and omissions in the Shop Drawings or of responsibility for meeting all requirements of the Contract unless a deviation on the Shop Drawings, identified by the Contractor, has been approved by the Contract Administrator.

E16.5 The Contractor shall promptly make any changes in the Shop Drawings, which the Contract Administrator may require and which are consistent with the Contract and shall promptly resubmit same to the Contract Administrator for review and acceptance unless otherwise directed by the Contract Administrator. When resubmitting the Shop Drawings, the Contractor

shall notify the Contract Administrator of any revisions other than those requested by the Contract Administrator.

E16.6 No Work called for by Shop Drawings shall be undertaken by the Contractor until the Contract Administrator's review is completed and the acceptance of same has been communicated to the Contractor.

E16.7 Each Shop Drawing shall:

- a) be sheet size ISO A4;
- b) be submitted as one (1) reproducible transparency and four (4) prints;
- c) show, in the lower right hand corner, the following information:
  - i) the project title;
  - ii) the Tender Number or other project number assigned by the Contract Administrator;
  - iii) the name of the depicted item exactly as named in the Specifications or on the Drawings;
  - iv) the project series number and the name of the area in which item is used;
  - v) the Specification section number (if applicable);
  - vi) the option proposed (if applicable);
  - vii) the drawing date (to be revised for each resubmission);
- d) be stamped with the seal of a Professional Engineer licensed to practice in the Province of Manitoba and signed and dated by said Engineer where required.

#### **E17. ENCROACHMENT ON PRIVATE PROPERTY**

E17.1 Further to Clause GC:6 of the General Conditions, the Contractor shall confine his work to the public right of ways at all times, except if he has received written permission from the property owner. The Contractor shall provide the Contract Administrator with a copy of any written permission he has received to enter onto private property.

E17.2 The Contractor's construction activities shall be confined to the minimum area necessary for undertaking the Work and he shall be responsible for all damage to private property resulting from his work. Particular care shall be taken to assure no damage is done to buildings, trees and plants and provision shall be made to maintain full drainage for private properties during construction.

E17.3 All repairs to damaged private property shall be to the satisfaction of the property owner and the Contract Administrator with all costs borne by the Contractor.