

# THE CITY OF WINNIPEG

# **TENDER**

**TENDER NO. 1245-2019** 

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# **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 ST. VITAL BRIDGE OVER RED RIVER - BEARING REPAIRS

# **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 12, 2019.
- B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

#### **B3.** SITE INVESTIGATION

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

#### **B4.** ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:

MERX Customer Support Phone: 1-800-964-6379 Email: merx@merx.com

# **B5.** CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
  - (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

# B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at <a href="https://www.merx.com">www.merx.com</a>.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
  - (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

### **B8.** BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
  - (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Form G1: Bid Bond and Agreement to Bond;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.4.1 Bids will **only** be accepted electronically through MERX.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

# B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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/her own name, his/her name shall be inserted:
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 11 of Form A: Bid shall be signed in accordance with the following requirements:

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  - (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder:
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid 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 D26. Any such costs shall be determined in accordance with D26.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

#### **B11. DISCLOSURE**

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
  - (a) N/A

#### B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 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:

- 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;
- has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with its Bid, each entity identified in B12.2 shall:
  - (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
  - (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

# **B13. QUALIFICATION**

# B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
  - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf">https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf</a>
- 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);
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
  - (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
    - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
    - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>.
- B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

# **B14.** BID SECURITY

- B14.1 A sample Bid Bond and Agreement to Bond are available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf">https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf</a>.
- B14.2 The Bidder shall provide digital bid security in the form of a 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 the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond).
- B14.3 Bid security shall be submitted in an electronic or digital format meeting the following criteria:
  - (a) 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; all digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (b) 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.
  - (c) 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.
  - (d) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.3(a).
- B14.4 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).
- B14.5 Bonds passing the verification process will be treated as original and authentic.
- B14.5.1 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.
- B14.6 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.
- B14.7 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 <a href="https://www.merx.com">www.merx.com</a>.
- 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 <a href="https://www.merx.com">www.merx.com</a>.
- 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 9 of Form A: Bid.
- 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 9 of Form A: Bid.

#### **B17. WITHDRAWAL OF BIDS**

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

# **B18. EVALUATION OF BIDS**

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
  - (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.4.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

#### **B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
  - (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;

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  - (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 D26 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

# **PART C - GENERAL CONDITIONS**

# CO. GENERAL CONDITIONS

- C0.1 The General Conditions for Construction (Revision 2019 09 01) are applicable to the Work of the Contract.
- C0.1.1 The General Conditions for Construction are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</a>
- 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. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of repairs and modifications to the existing roller bearings on the St. Vital Bridge over the Red River.
- D2.2 The major components of the Work are as follows:
  - (a) Set up, maintenance and removal of traffic control;
  - (b) Jacking, temporary support and lowering of the superstructure at the north abutment, south abutment and pier no. 3; and
  - (c) Removal, modifications, repair and resetting of existing bearings at the north abutment, south abutment and pier no. 3.

#### D3. DEFINITIONS

- D3.1 When used in this Tender:
  - (a) "ASTM" means American Society for Testing and Materials that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Tender shall apply to the Work;
  - (a) "CSA" means Canadian Standard Association that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Tender shall apply to the Work;
  - (b) "AASHTO" means American Association of State Highway and Transportation Officials that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Tender shall apply to the Work;
  - (c) "CHBDC" means Canadian Highway Bridge Design Code that complies with the latest edition of standards including amendments and supplements in effect on the date of issue of this Tender shall apply to the Work;
  - (d) "Others" means any person, firm, corporation, utility or other entity employed by or having a contract directly or indirectly with the City other than the Contractor; and
  - (e) "Submittal" shall be a term synonymous with the term "Shop Drawings".

# D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Tetra Tech Canada Inc., represented by:

James Betke, P.Eng.

Telephone No. 204 954-6852

Email Address iames.betke@tetratech.com

D4.2 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.

# D5. CONTRACTOR'S SUPERVISOR

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

# D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractor's own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
  - (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

# D7. NOTICES

- D7.1 Except as provided for in C22.2.2, 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.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D7.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

The City of Winnipeg
Attn: Chief Financial Officer
Office of the Chief Administrative Officer
Susan A. Thompson Building
2nd Floor, 510 Main Street
Winnipeg MB R3B 1B9

D7.4 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 facsimile number:

The City of Winnipeg Legal Services Department Attn: Director of Legal Services Facsimile No.: 204 947-9155

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# D8. FURNISHING OF DOCUMENTS

D8.1 Upon award of the Contract, the Contractor will be provided with three (3) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him/her at cost.

# **SUBMISSIONS**

# D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

# D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/Safety/default.stm">http://www.winnipeg.ca/matmgt/Safety/default.stm</a>
- D10.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its 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.

# D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
  - (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, sudden and accidental pollution liability, 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 \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) 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.
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract.

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D11.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

# D12. CONTRACT SECURITY

- D12.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
  - (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
  - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.
- D12.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D12.3 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 D12.1(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.

# D13. SUBCONTRACTOR LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

## D14. EQUIPMENT LIST

D14.1 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.

#### D15. DETAILED WORK SCHEDULE

- D15.1 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.
- D15.2 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.
- D15.3 Further to D15.2(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) Traffic Control

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  - (b) North Abutment
    - (i) Jacking of Superstructure
    - (ii) Bearing Repairs
  - (c) Pier No. 3
    - (i) Jacking of Superstructure
    - (ii) Bearing Repairs
  - (d) South Abutment
    - (i) Jacking of Superstructure
    - (ii) Bearing Repairs
- D15.4 Further to D15.2(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.

#### SCHEDULE OF WORK

# D16. COMMENCEMENT

- D16.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D16.2 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 D9;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D10;
    - (iv) evidence of the insurance specified in D11;
    - (v) the contract security specified in D12;
    - (vi) the Subcontractor list specified in D13;
    - (vii) the equipment list specified in D14; and
    - (viii) the detailed work schedule specified in D15.
  - (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.
- D16.3 The Contractor shall commence the Work on the Site within fourteen (14) Working Days of receipt of the award letter.
- D16.4 The City intends to award this Contract by January 17, 2020
- D16.4.1 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.

# D17. SUBSTANTIAL PERFORMANCE

- D17.1 The Contractor shall achieve Substantial Performance by April 15, 2020.
- D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

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

# D18. TOTAL PERFORMANCE

- D18.1 The Contractor shall achieve Total Performance by April 22, 2020.
- D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D18.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

# D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City one thousand dollars (\$1,000) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D19.2 The amount specified for liquidated damages in D19.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

# **CONTROL OF WORK**

# D20. JOB MEETINGS

- D20.1 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.
- D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

# D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D21.1 Further to C6.24, 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).

# D22. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D22.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

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# **MEASUREMENT AND PAYMENT**

#### D23. PAYMENT

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### D24. PAYMENT SCHEDULE

- D24.1 Further to C12, payment shall be in accordance with the following payment schedule:
  - (a) Portions of Work designated for Lump Sum payment will be paid for on a monthly pro-rated basis as determined by the Contract Administrator in consultation with the Contractor.

#### **WARRANTY**

#### D25. WARRANTY

D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

## THIRD PARTY AGREEMENTS

# D26. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D26.1 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.
- D26.2 Further to D26.1, in the event that the obligations in D26 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.
- D26.3 For the purposes of D26:
  - (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.
- D26.4 Modified Insurance Requirements
- D26.4.1 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D26.4.2 If not already required under the insurance requirements identified in D11, 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.
- D26.4.3 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.

- D26.4.4 Further to D11.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D26.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

# D26.5 Indemnification By Contractor

D26.5.1 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.

#### D26.6 Records Retention and Audits

- D26.6.1 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.
- D26.6.2 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 D26.6.1 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.

# D26.7 Other Obligations

- D26.7.1 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.
- D26.7.2 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.
- D26.7.3 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.
- D26.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted

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accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

# FORM H1: PERFORMANCE BOND (See D12)

# KNOW ALL MEN BY THESE PRESENTS THAT

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

THOW MEETINE OF THE OF
(hereinafter called the "Principal"), and
(hereinafter called the "Surety"), are held and firmly bound unto <b>THE CITY OF WINNIPEG</b> (hereinafter called the "Obligee"), in the sum of
dollars (\$
of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS the Principal has entered into a written contract with the Obligee for
TENDER NO. 1245-2019
ST. VITAL BRIDGE OVER RED RIVER - BEARING REPAIRS
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:
<ul> <li>(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;</li> <li>(b) perform the Work in a good, proper, workmanlike manner;</li> <li>I make all the payments whether to the Obligee or to others as therein provided;</li> <li>(d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and</li> <li>I indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and</li> </ul>
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

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SIGNED AND SEALED in the presence of:	(Name of Principal)	
in the presented of.		(Seal)
(Witness as to Principal if no seal)	Per: Per:	(Seai)
	1 GI	<del></del>
	(Name of Surety)	
	By:(Attorney-in-Fact)	(Seal)

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# FORM H2: LABOUR AND MATERIAL PAYMENT BOND (See D12)

#### KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

TENDER NO. 1245-2019

# ST. VITAL BRIDGE OVER RED RIVER - BEARING REPAIRS

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

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

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
  No suit or action shall be commenced hereunder by any claimant
  - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;
  - (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;

- (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- The Surety shall not be liable for a greater sum than the specified penalty of this bond.

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

	pal has hereunto set its hand affixed its seal, and to with its corporate seal duly attested by the authorized	
day of	, 20	
SIGNED AND SEALED in the presence of:  (Witness as to Principal if no seal)	(Name of Principal) Per: Per:	_ (Seal)
	(Name of Surety)  By: (Attorney-in-Fact)	_ (Seal)

# FORM J: SUBCONTRACTOR LIST

(See D13)

<u>Name</u>	<u>Address</u>
·	
·	

# FORM K: EQUIPMENT

(See D14)

1. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
2. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
3. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	

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# FORM K: EQUIPMENT

(See D14)

4. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
5. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
6. Category/type:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	
Make/Model/Year:	Serial No.:
Registered owner:	

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# **PART E - SPECIFICATIONS**

#### **GENERAL**

E1. APPLICABLE SPECIFICATIONS AND DRAWING
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- E1.1 These Specifications shall apply to the Work.
- E1.2 The City of Winnipeg Standard Construction Specifications in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 The City of Winnipeg Standard Construction Specifications is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/Spec/Default.stm">http://www.winnipeg.ca/matmgt/Spec/Default.stm</a>.
- 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:

Drawing No.	Drawing Name/Title
B116-19-001	Cover Sheet
B116-19-002	General Arrangement, Design Data and Scope of Work
B116-19-003	North and South Abutment Bearing Repairs
B116-19-004	Pier 3 Bearing Repairs

#### Reference Drawings

B-5015 St. Vital Bridge Project

B-5826 St. Vital Twin Bridge Over Red River – Structure Rehabilitation and Related Works

# **GENERAL REQUIREMENTS**

#### E2. SHOP DRAWINGS

#### E2.1 Description

- E2.1.1 This Specification provides instructions for the preparation and submission of Shop Drawings. The term 'Shop Drawings' means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data including Site erection drawings, which are to be provided by the Contractor to illustrate details of the portion of the Work.
- E2.1.2 Further to C6.9, the Contractor shall arrange for the preparation of Shop Drawings required by the Contract, or as reasonably required by the Contract Administrator.
- E2.1.3 The Contractor shall submit to the Contract Administrator for review, all specified Shop Drawings. All submissions shall be in metric units. Where data is in Imperial units, the correct metric equivalent shall also be shown on all submissions.

# E2.2 Shop Drawings

- E2.2.1 Original drawings shall be prepared by the Contractor to illustrate the Work including fabrication, layout, setting, or erection details.
- E2.2.2 Shop Drawings shall be sealed by a Professional Engineer licenced to practice in the Province of Manitoba.

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# E2.3 Contractor's Responsibilities

- E2.3.1 The Contractor is responsible for:
  - (a) Verifying field conditions and measurements, and Contract requirements for design of temporary works and preparation of Shop Drawings;
  - (b) Reviewing Shop Drawings, product data, and equipment prior to submission and stamping and signing the drawings indicating conformance with the Contract requirements;
  - (c) Promptly submitting and distributing Shop Drawings in an orderly sequence to prevent delay in the Work; and
  - (d) Correcting, revising and resubmitting as required based on Contractor or Contract Administrator review directing specific attention to revisions.
- E2.3.2 Responsibility for errors and omissions in Shop Drawings is not relieved by Contract Administrator's review.
- E2.3.3 Responsibility for deviations in Shop Drawings from Contract requirements is not relieved by the Contract Administrator's review, unless Contract Administrator provides written acceptance of the deviations.
- E2.4 Submittal Requirements
- E2.4.1 Allow for a five (5) Business Day period for review by the Contract Administrator of each individual and re-submission.
- E2.4.2 Accompany Shop Drawings with transmittal letter containing:
  - (a) Project title and Tender No.;
  - (b) Shop Drawing title and description;
  - (c) Reference to relevant Specification section and clause;
  - (d) Reference to relevant Drawing number;
  - (e) Revision number and date; and
  - (f) Contractor's name and address.
- E2.4.3 Shop Drawings shall include:
  - (a) Project title and Tender No.;
  - (b) Shop Drawing title;
  - (c) Identification of products, materials and equipment including supplier, and/or manufacturer:
  - (d) Relation to existing structure or materials;
  - (e) Field dimensions, clearly identified as such;
  - (f) Revision number and date;
  - (g) Engineer's seal (signed and dated).
- E2.5 Other Considerations
- E2.5.1 Fabrication, erection, or installation may require modifications to equipment or systems to conform to the design intent. Revise pertinent Shop Drawings and resubmit.
- E2.5.2 No Work shall commence until the pertinent Shop Drawings have been submitted and accepted.
- E2.5.3 No delay or cost claims will be allowed that arise because of delays in submissions, resubmissions, and review of the Shop Drawings.

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#### E3. MOBILIZATION AND DEMOBILIZATION

# E3.1 Description

- E3.1.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the Bridge Site, as specified herein.
- E3.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.
- E3.2 Scope of Work
- E3.2.1 The Work under this Specification shall include but not be limited to:
  - (a) Mobilizing and demobilizing on-site Work facilities;
  - (b) Supplying and installing secure fencing around the site;
  - (c) Installing, maintaining and removing any access roadways; and
  - (d) Restoring all existing facilities.
- E3.3 Materials
- E3.3.1 All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- E3.3.2 The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.
- E3.4 Equipment
- E3.4.1 All equipment shall be of a type acceptable to the Contract Administrator and shall be kept in good working order.
- E3.5 Construction Methods
- E3.5.1 Layout of On-Site Work Facilities
  - (a) The Contractor shall mobilize all on-site Work and other temporary facilities.
  - (b) Possible locations for the Contractor's staging areas include the concrete slope paving areas in front of the abutments, and area around pier 3. The Contractor shall coordinate with relevant parties to make arrangements for use of these areas.
  - (c) Upon completion of construction activities, the Contractor shall remove all on-site Work and other temporary facilities, and restore to pre-existing conditions.
- E3.5.2 Cellular Telephone Communication
  - (a) The Contractor's site supervisor is required to carry, at all times, a cellular telephone, with voice mail.
- E3.5.3 Secure Site Fencing
  - (a) A minimum 1.8 m high chain-link, or equivalent as approved by the Contract Administrator in accordance with B7 "Substitutes", secure fence around the site laydown and Work site areas shall be installed prior to commencement of site activities.
  - (b) The fencing shall remain secure and in place during all construction facilities.
  - (c) The fencing shall be removed upon demobilization of on-site Work facilities.
- E3.5.4 Access Roadways
  - (a) The Contractor shall maintain any access roadways on a regular basis to provide continual unrestricted site access, to the satisfaction of the Contract Administrator.

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- (b) City of Winnipeg streets, alleys, sidewalks and pathways adjacent to access roads and staging areas shall be kept clean at all times.
- (c) Upon completion of the Work, the areas shall be restored to their original condition.

# E3.5.5 Restoration of Existing Facilities

(a) Upon completion of the Work and demobilization, the Contractor shall restore existing facilities to their original condition.

# E3.6 Quality Control

# E3.6.1 Inspection

- (a) All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the specified Work.
- (b) The Contractor shall be wholly responsible for the control of all operations incidental thereto, notwithstanding any inspection or acceptance that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works, which are not in accordance with the requirements of this Specification.

#### E3.6.2 Access

(a) The Contractor shall allow the Contract Administrator free access to all parts of the Work at all times. The Contractor shall supply samples to the Contract Administrator or his inspector for testing purposes as required. There will be no charge to the City for samples taken.

# E3.7 Measurement and Payment

- E3.7.1 Mobilization and demobilization shall not be measured. This item of work shall be paid for at the Contract Lump Sum Price for "Mobilization and Demobilization", which price shall be paid in full for supply all materials and performing all operations herein described and all other items incidental to the Work. Payment will be based on the following breakdown:
  - (a) Commencement of Construction 30%
  - (b) During Construction 60%
  - (c) Upon Completion of the Work 10%

# E4. TRAFFIC CONTROL

# E4.1 Description

- E4.1.1 This Specification shall cover all operations relating to the supply, erection, and maintenance of all applicable traffic control devices in accordance with the provision contained in the latest edition of the "Manual of Temporary Traffic Control in Work Areas on City Streets," and Clauses 3.6 and 3.7 of the latest version of the City of Winnipeg Standard Construction Specification CW 1130, and as specified herein.
- E4.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.

# E4.2 Scope of Work

- E4.2.1 Further to Clauses 3.6 and 3.7 of CW 1130 and in accordance with the latest edition of the Manual of Temporary Traffic Control on City Streets (the Manual), the Contractor shall provide the following Traffic Control applicable to the Work:
  - (a) Full closure of the median lanes on the southbound and northbound bridges shall only be performed during non-peak hours for the purpose of jacking and bearing repairs

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- under the exterior girders in the median lanes. All other jacking operations may be performed with full traffic on the bridge; and
- (b) Temporary traffic lane and/or sidewalk closures under the bridge, as required by the Contractor, to conduct jacking operations or complete repairs to the bearings.

#### E4.3 Materials

- E4.3.1 All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- E4.3.2 The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.

# E4.4 Equipment

E4.4.1 All equipment and traffic control devices shall be of a type acceptable to the Contract Administrator and shall be kept in good working order.

# E4.5 Notification

- E4.5.1 The Contractor shall submit a Regional Street Lane Closure Request for approval by the City of Winnipeg Traffic Management Branch (email PWDLaneClosures@winnipeg.ca) at least fourteen (14) Calendar Days prior to commencing installation of Traffic Control for the lane closures on the bridges.
- E4.5.2 In accordance with the Manual, the Contractor shall make arrangements with the Traffic Services Branch (phone 204-986-5178) to erect and maintain all temporary signs and traffic control devices at least fourteen (14) Calendar Days prior to commencing installation of Traffic Control for the lane closures on the bridges.
- E4.5.3 The Contractor shall notify the Contract Administrator, City of Winnipeg Traffic Services Branch (phone 204-986-5178), and City of Winnipeg Customer Service (phone 204-986-5640) at least forty-eight (48) hours prior to reopening the closed traffic lanes.

#### E4.6 Construction Methods

#### E4.6.1 The Contractor shall:

- (a) Supply, install, maintain, and remove the temporary traffic control devices as specified by the Manual, the City Traffic Management Branch, and/or the Permit issued by the City;
- (b) Provide flagmen in accordance with the Manual;
- (c) Ensure intersecting street, lane, private approach, and sidewalk access are maintained at all times; and
- (d) Take all other safety measures necessary to cope with any peculiar or unusual circumstances that have not been set out in the above-mentioned manual and shall, at all times, ensure that maximum protection is afforded to the road users and that his operations in no way interfere with the safe operation of traffic.
- E4.6.2 Improper signing will be sufficient reason for the Contract Administrator or Inspector to order the Works to cease on site.
- E4.6.3 During the hours when the Contractor is not working, equipment and stockpiled materials shall be left in such a location so as not to interfere with or present a hazard to motorists, cyclists or pedestrians.

# E4.7 Quality Control

E4.7.1 All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the specified Work.

- E4.7.2 The Contractor shall be wholly responsible for the control of all operations incidental thereto, notwithstanding any inspection or acceptance that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works, which are not in accordance with the requirements of this Specification.
- E4.7.3 The Contractor shall allow the Contract Administrator free access to all parts of the Work at all times. The Contractor shall supply samples to the Contract Administrator or his inspector for testing purposes as required. There will be no charge to the City for samples taken.
- E4.8 Measurement and Payment
- E4.8.1 Traffic control shall not be measured. This item of Work shall be paid for at the Contract Lump Sum Price for "Traffic Control" performed in accordance with this Specification and accepted by the Contract Administrator, which price shall be paid in full for supplying all materials and performing all operations herein described and all other items incidental to the Work. Payment will be based on the following breakdown:
  - (a) Traffic Control Installation 60%
  - (b) Traffic Control Removal 40%

## E5. JACKING OF SUPERSTRUCTURE

- E5.1 Description
- E5.1.1 This Specification shall cover all operations related to bridge superstructure jacking and temporary supporting as indicated on the Drawings.
- E5.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all other things necessary for and incidental to the satisfactory completion of all Work as hereinafter specified.
- E5.2 General
- E5.2.1 Jacking and temporary support system shall be provided as required to undertake the bearing repairs and modifications, bearing resetting, and associated works at the abutments and pier no. 3 in accordance with the details shown on the Drawings.
- E5.2.2 Jacking to raise the superstructure at the north abutment, south abutment and pier 3 is required to permit the Contractor to carry out the following construction activities:
  - (a) Removal of existing roller bearings at the north abutment, south abutment, and pier 3 (24 total);
  - (b) Removal and replacement of existing tooth plates on the ends of the roller bearings at the north and south abutments (32 total);
  - (c) Relocation of the girder sole plates at all locations (24 total); and
  - (d) Reinstallation and resetting of existing roller bearings at all locations (24 total) including drilling new holes in girder bottom flange and moving girder sole plate.
- E5.2.3 The Contractor's jacking and temporary support system shall utilize the jacking beams and jacking locations shown on the Drawings.
- E5.2.4 The Contractor shall be responsible for the final choice and design of the jacking and temporary support system that is acceptable to the Contract Administrator.
- E5.2.5 The existing bearing seats at the abutments are not wide enough to directly support jacks at the jacking locations and need to be augmented by a temporary support system to fully support the required jacking system.
- E5.2.6 The temporary support system required for the jacking system shall not be supported on the concrete slope paving that is located along the face of the abutment bearing seats.

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E5.3.1 The Contractor shall submit to the Contract Administrator, at least seven (7) Calendar Days prior to commencement of any jacking and supporting operation, detailed Shop Drawings of the Contractor's proposed jacking and supporting system, equipment and procedures.

- E5.3.2 The Shop Drawings for the jacking and temporary support system shall be designed by, prepared by and bear the seal of a Professional Engineer (Design Engineer), registered to practice in the Province of Manitoba. The general format and requirements for the Shop Drawings are provided in E2.
- E5.3.3 The Shop Drawings shall include, but not be limited to:
  - (a) Type, number and location of jacks and all other equipment and structures to be used for jacking;
  - (b) Details of standby jacking, and supporting equipment (including provisions for allowing normal expansion / contraction movements of the bridge superstructure);
  - (c) Jacking loads
  - (d) Additional temporary support system details;
  - (e) Temporary blocking and support details; and
  - (f) Procedures and sequence of work for jacking up, temporarily supporting, and lowering the bridge superstructure.
- E5.3.4 The submission of the Shop Drawings will in no way relieve the Contractor of the full responsibility for the design and proper operation of the jacking and supporting system. The Contractor's Design Engineer shall be responsible for visiting the site as often as is necessary, to inspect the jacking and supporting equipment and procedures so as to ensure that the work is carried out in accordance with the Design Engineer's sealed Shop Drawings. The Contractor shall provide the Contract Administrator with a letter bearing the seal of the Design Engineer, certifying after personal inspection of the work that the jacking and supporting is being carried out in accordance with the sealed Shop Drawings.
- E5.4 Equipment
- E5.4.1 The jacking system shall be capable of jacking the superstructure simultaneously, uniformly and equally at each substructure.
- E5.4.2 The jacking system shall also be capable of releasing load, lowering the bridge superstructure and transferring load to the bearings simultaneously, uniformly and equally.
- E5.4.3 The Contractor shall have adequate standby jacking and supporting equipment at the site prior to starting any jacking to ensure that bridge superstructure jacking and supporting is safe, continuous, timely and achieved without interruption.
- E5.5 Construction Methods
- E5.5.1 Jacking and bearing repairs to individual girders shall be permitted providing that the maximum height of jacking of any single girder does not exceed 8mm.
- E5.5.2 Jacking under the exterior girders in the median lanes shall be done in accordance with E.4 Traffic Control. Jacking of all other bearing locations may be performed with full traffic on bridge.
- E5.5.3 Bearing shrouds and grease shall be removed before jacking commences.
- E5.5.4 All substructure units need not be jacked simultaneously.
- E5.5.5 The Contractor shall jack the superstructure along a line parallel with the centerline of bearing as shown on the Drawings.
- E5.5.6 Prior to jacking the Contractor shall establish and have in place a method of defining and measuring the elevation of the underside of the superstructure relative to a fixed point on the substructure unit immediately below. Monitoring points shall be provided under each

girder. Monitoring jack extension alone is not sufficient for maintaining elevation control – deflection of jack supports must also be accounted for.

- E5.5.7 The Contractor shall be responsible for measuring and recording girder elevations during jacking in the presence of the Contract Administrator. The following measurements shall be done to monitor the rate and amount of jacking and to establish the vertical location of the bridge superstructure at completion of all works:
  - (a) Prior to jacking;
  - (b) At completion of jacking and bearing on temporary support blocking;
  - (c) After lowering the bridge superstructure onto the repaired bearings.
- E5.5.8 Jacks and supporting structures shall have a minimum safe working load at least one hundred and fifty percent (150%) of the design jacking forces.
- E5.5.9 The Contractor shall jack the bridge the minimum vertical dimension required to carry out the abutment and superstructure modifications and related works.
- E5.5.10 The Contractor is advised that during jacking, force effects will be induced in the superstructure, primarily at the adjacent girders and adjacent substructures. The maximum jacking heights provided on the Drawings are provided to limit the force effects in the superstructure to tolerable limits.
- E5.5.11 The Contractor shall locate the jacking and supporting equipment such that it does not interfere with the required construction operations. After jacking, blocking can be erected for temporary support. Blocking may be erected at the existing bearing locations and may be achieved by installing steel shim plates between top and bottom bearing rack plates. The total bearing area of blocking per jacking point shall be, at minimum, equal to the area of the jacking bearing plate.
- E5.5.12 The Contractor's temporary supports shall be designed for and shall be capable of allowing the normal expansion / contraction movements of the bridge superstructure to take place while they are being used.
- E5.6 Measurement and Payment
- E5.6.1 Temporary jacking of superstructure shall not be measured. This item of Work will be paid for at the Contract Lump Sum Price for "Jacking of Superstructure" performed in accordance with this Specification and accepted by the Contract Administrator, which price shall be paid in full for supplying all materials and performing all operations herein described and all other items incidental to the Work.

# E6. BEARING REPAIRS

- E6.1 Description
- E6.1.1 This Specification shall cover all operations related to bearing repairs and resetting as indicated on the Drawings.
- E6.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all other things necessary for and incidental to the satisfactory completion of all Work as hereinafter specified.
- E6.2 General
- E6.2.1 The Work under this Specification shall involve:
  - (a) Removing existing roller bearings at north and south abutment and replacing existing tooth plates with new machine screws;
  - (b) Removing existing roller bearings at pier no. 3;
  - (c) Removing existing bolted connections between bearing top plates and girder bottom flanges;

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- (d) Drilling new holes through girder bottom flanges in accordance with offsets shown on the Drawings and at direction of the Contract Administrator;
- (e) Relocating bearing top plates and connecting to girder bottom flange with new countersunk bolts;
- (f) Filling of existing holes in the girder bottom flange with a silicone or butyl sealant;
- (g) Reinstalling roller bearings and tooth plates at new offsets; and
- (h) Reinstall bearing shrouds and fill with grease.

#### E6.3 Construction Methods

- E6.3.1 The Contractor shall be aware that existing locations of bolts are approximate, and the Contractor shall verify all existing bolt locations prior to drilling. The Contractor shall notify the Contract Administrator of any discrepancies prior to drilling any holes in the girder bottom flanges.
- E6.3.2 Once the Contractor has access to the bearings and removed all the bearing shrouds and prior to any construction activities, the Contract Administrator shall be notified and given access to the bearings. The Contract Administrator shall provide the final bearing offsets for each bearing, within the range noted on the Drawings.

# E6.4 Measurement and Payment

(a) Bearing repairs will not be measured. This item of Work will be paid for at the Contract Lump Sum Price for "Bearing Repairs" performed in accordance with this Specification and accepted by the Contract Administrator, which price shall be paid in full for supplying all materials and performing all operations herein described and all other items incidental to the Work.

## E7. MISCELLANEOUS METAL

# E7.1 Description

# E7.1.1 General

- (a) This Specification covers all operations relating to the following:
  - Supply and installation of new galvanized counter sunk bolts for connecting the relocated sole plate to the girder bottom flange at all locations;
  - (ii) Supply and installation of new machine screws for connecting the new tooth plates to the ends of the roller bearings at the north and south abutment;
  - (iii) Installation of new tooth plates supplied by the City at the north and south abutments
- (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.

# E7.2 References

- E7.2.1 References and Related Specifications:
  - (a) All related Specifications shall be current issued or latest revision at the first date of tender advertisement;
  - (b) CAN/CSA G164, Hot Dip Galvanizing of Irregularly Shaped Articles; and
  - (c) ASTM A354, Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and other Externally Threaded Fasteners.

#### E7.3 Submittals

E7.3.1 The Contractor shall submit manufacturer's test reports of mechanical tests on high strength bolts, if requested by the Contract Administrator.

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#### E7.4 Materials

- E7.4.1 The Contractor shall be responsible for the supply, safe storage and handling of all materials set forth in this Specification. All materials supplied under this Specification shall be subject to inspection and acceptance by the Contract Administrator.
- E7.4.2 The Contractor shall mark all materials to identify its material specification and grade. This shall be done by suitable marking or by a recognized colour coding.
- E7.4.3 Materials called for under these Specifications and on the Drawings shall, unless otherwise specified, satisfy the testing procedures and be in strict accordance with the requirements set out in the latest edition of the standards identified.
- When mill test certificates originate from a mill outside of Canada or the United States of America, the Contractor shall have the information on the mill test certificate tested and verified by independent testing by a Canadian laboratory. This laboratory shall be certified by an organization accredited by the Standards Council of Canada to comply with the requirements of OSO/IEC 17025 for the specific tests or types of tests required by the material standard specified on the mill test certificate. The mill test certificate shall be stamped with the name of the Canadian laboratory and appropriate wording stating that the material is in conformance with the specified requirements. The stamp shall include the appropriate material specification number, testing date and the signature of an authorized officer of the Canadian laboratory.
- E7.4.5 Countersunk bolts shall conform to ASTM A354 Grade BC, Specification for Quenched and Tempered Allow Steel Bolts, Studs, and other Externally Threaded Fasteners.
- E7.4.6 All bolts shall be galvanized in conformance with CAN/CSA G164.
- E7.4.7 Machine screws shall have a minimum tensile strength of 400 MPa.

# E7.5 Construction Methods

- E7.5.1 All holes in the girder bottom flange shall be either drilled or sub-punched and reamed.
- E7.5.2 Drilling shall be done with twist drills or core drills, and all burrs and sharp edges shall be removed carefully. Care shall be taken to centre the drill accurately and to ensure that the hole is perpendicular to the member. Holes shall be clean-cut, without torn or ragged edges.
- All holes shall be sub-punched or sub-drilled to a diameter 5 mm smaller than the nominal hole diameter, and enlarged by reaming to the correct diameter. The diameter of the die shall not exceed the diameter of the punch by more than 2 mm. Holes shall be clean-cut without torn or ragged edges. Reamed holes shall be truly cylindrical and perpendicular to the member and all burrs shall be removed carefully. All reaming shall be done with twist reamers which shall be directed by mechanical means.
- E7.5.4 All matching holes for bolts shall register with each other so that a gauge 2 mm less in diameter than the hole shall pass freely through the assembled members in a direction at right angles to such members. Finished holes shall be not more than 2 mm in diameter larger than the diameter of the bolt passing through them unless otherwise specified by the Contract Administrator. The centre-to-centre distance between any two (2) holes of a group of holes shall not vary by more than 1 mm from the dimensioned distance between such holes. Mispunched or misdrilled members shall not be corrected by welding.

# E7.6 Quality Control

E7.6.1 The Contractor shall be responsible for making a thorough inspection of materials to be supplied under this Work. All miscellaneous metal shall be free of surface imperfections, pipes, porosity, laps, laminations and other defects.

# E7.7 Quality Assurance

E7.7.1 All materials will be subject to physical inspection by the Contract Administrator and will be subject to rejection during the course of the Work and for the length of time as specified in

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the General Conditions, if, in the opinion of the Contract Administrator, the materials do not meet the requirements of the Drawings and this Specification.

- E7.7.2 The Contractor shall furnish facilities for the inspection of material and workmanship in the mill, shop and field, and the Contract Administrator shall be allowed free access to the necessary parts of the Works.
- E7.8 Measurement and Payment
- E7.8.1 Supply and/or installation of miscellaneous metal will not be measured and will be considered incidental to the Lump Sum Price for "Bearing Repairs", which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.