



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 10-2020**

**2020 REGIONAL STREET RENEWAL PROGRAM- SARGENT AVENUE  
RECONSTRUCTION AND WATERMAIN RENEWAL, ERIN STREET TO ARLINGTON  
STREET**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 2020 Regional Street Renewal Program- Sargent Avenue Reconstruction and Watermain Renewal, Erin Street to Arlington Street

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 18, 2020.
- B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the 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.
- B3.3 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.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.
- B3.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

- B4.1 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.
- B4.2 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.

### **B5. ADDENDA**

- B5.1 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.

- B5.2 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.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 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.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 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 B17.
- B6.9 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.

## **B7. BID COMPONENTS**

- B7.1 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.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B7.4.1 Bids will **only** be accepted electronically through MERX.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;

- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 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.

## **B9. PRICES**

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.2 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.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.5.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

## **B10. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

- (a) N/A

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

**B11.3** In connection with its Bid, each entity identified in B11.2 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.

**B11.4** Without limiting B11.3, 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.

**B11.5** Without limiting B11.3, 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 B11.4 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.

**B11.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

**B12.1** 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.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B12.3 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).
- B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
- (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B12.5 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.
- B12.6 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.
- B13. BID SECURITY**
- B13.1 A sample Bid Bond and Agreement to Bond are available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.
- B13.2 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).

- B13.3 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 B13.3(a).
- B13.4 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 B17.1(a).
- B13.5 Bonds passing the verification process will be treated as original and authentic.
- B13.5.1 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.
- B13.6 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.
- B13.7 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.

#### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B14.1 Bids will not be opened publicly.
- B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B14.4 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).
- B14.4.1 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.

#### **B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been

furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B16. WITHDRAWAL OF BIDS**

B16.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

**B17. EVALUATION OF BIDS**

B17.1 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 therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(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.

B17.4.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

**B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

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

B18.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2020 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B18.4 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D30 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

- B18.5 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Construction*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of:

- (a) Concrete Reconstruction
  - (i) Sargent Avenue from Erin Street to Arlington Street.
- (b) Watermain Renewal
  - (i) Sargent Avenue from Erin Street to Lipton Street.

D2.2 The major components of the Work are as follows:

- (a) Concrete Reconstruction
  - (i) Removal of existing pavement and sidewalk;
  - (ii) Excavation and removal of street car track bedding;
  - (iii) Sewer repairs;
  - (iv) Installation of catch basins, sewer service pipe and subdrains;
  - (v) Insulation of water services;
  - (vi) Compaction of sub-grade;
  - (vii) Placement of separation/ filtration geotextile fabric and Class A geogrid;
  - (viii) Placement of sub-base and base course materials;
  - (ix) Adjustment of existing manholes and appurtenances;
  - (x) Installation of traffic signals conduit, bases and controller bases;
  - (xi) Installation of street lighting conduit (multiple locations, non-continuous);
  - (xii) Construction of 230 mm plain dowelled concrete pavement (utilizing slip form paving equipment wherever possible);
  - (xiii) Construction of 150 mm and 200 mm reinforced concrete approaches;
  - (xiv) Construction of 180 mm integral barrier curb;
  - (xv) Construction of 100 mm concrete sidewalk with block outs for indicator surfaces;
  - (xvi) Installation of paving stone indicator surfaces;
  - (xvii) Planing of asphalt overlay;
  - (xviii) Placement of Type 1A asphalt overlay (average thickness – 80 mm); and
  - (xix) Boulevard restoration;
- (b) Watermain Renewal
  - (i) Installation of approximately 920 metres of 150 to 400 mm diameter PVC water main and appurtenances by trenchless methods;
  - (ii) Installation of water main within a steel encasement pipe under a CP Rail crossing;
  - (iii) Removal/abandonment of existing hydrant assemblies and gate valves;
  - (iv) Abandonment of existing water main;
  - (v) Reconnection and or renewal of water and fire service connections;
  - (vi) Hydrostatic pressure testing of the new water main;
  - (vii) Disinfection of the new water main;
  - (viii) Final tie-ins of the water main; and

- (ix) Road, boulevard, and sidewalk restorations outside of the road reconstruction limits if required and only in those areas as directed by the Contract Administrator.

**D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is Morrison Hershfield, represented by:

James Kennedy, P.Eng.  
Transportation Engineer

Telephone No. 204 977 8370

Email Address jkennedy@morrisonhershfield.com

D3.2 At the pre-construction meeting, James Kennedy, P.Eng. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D4. CONTRACTOR'S SUPERVISOR**

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

D4.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

**D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 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 Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

**D6. NOTICES**

D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3 D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

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

## **D7. FURNISHING OF DOCUMENTS**

- D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him/her at cost.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

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

### **D9. SAFE WORK PLAN**

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D9.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D9.3 Notwithstanding B12.4 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.

### **D10. INSURANCE**

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with the City and Manitoba and its Ministers, officers, employees and agents added as an additional insureds, with a cross-liability clause. Such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
  - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The limit of liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;



- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor and Manitoba with a certificate(s) of insurance including any certificates of insurance for subcontractors involved in the Work, 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 the C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator and to Manitoba.

D10.5 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

#### **D11. CONTRACT SECURITY**

D11.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D11.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D11.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

#### **D12. SUBCONTRACTOR LIST**

D12.1 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 or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, if applicable.

#### **D13. DETAILED WORK SCHEDULE**

D13.1 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 the General Conditions for the return of the executed Contract.

- D13.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work.  
acceptable to the Contract Administrator.
- D13.3 Further to D13.2(a), 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**

### **D14. COMMENCEMENT**

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
    - (iv) the Safe Work Plan specified in D9;
    - (v) evidence of the insurance specified in D10;
    - (vi) the contract security specified in D11;
    - (vii) the subcontractor list specified in D12; and
    - (viii) the detailed work schedule specified in D13.
  - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D14.3 The Contractor shall not commence the Work on the Site before May 4, 2020, and shall commence the Work on Site no later than May 8, 2020, as directed by the Contract Administrator and weather permitting.
- D14.4 The City intends to award this Contract by May 1, 2020.
- D14.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D15. WORKING DAYS**

- D15.1 Further to C1.1(tt);
- D15.1.1 The definition of Working Day is amended to include Saturdays.
  - D15.1.2 The Contract Administrator will determine daily if a Working Day has elapsed and will record his/her assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that he/she agrees with the Contract Administrator's determination of the Working Days assessed for the report period.
  - D15.1.3 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.
  - D15.1.4 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types

of Work in determining whether the Contractor was able to work in assessing Working Days.

**D16. RESTRICTED WORK HOURS**

D16.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

**D17. WORK BY OTHERS**

D17.1 Further to C6.25, the Contractor's attention is directed to the fact that other contractors, the personnel of other utilities, and staff of the City of Winnipeg will be working in the same area as this Contract. The activities of these agencies may coincide with the Contractor's execution of the Work, and it will be the Contractor's responsibility to cooperate to the fullest extent with the other agencies working in the area, and such cooperation is an obligation of the Contractor under the terms of this Contract

D17.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Traffic Signals- Traffic Signals Branch will be responsible for coordinating removal of above ground plant and cabling to facilitate the installation of the underground plant. The Contractor must coordinate with Traffic Signals such that the signals operations at each intersection are maintained except where permitted by the Contract Administrator and Traffic Signals Branch. This may result in work being completed in multiple stages.
- (b) Manitoba Hydro – Removal and installation of street lighting (as required);
- (c) Manitoba Hydro, Gas Division – installation of insulating gas flange at Lipton Street as shown on the Drawings and lowering and/ or rock wrapping of underground main and services as required;
- (d) BellMTS, Telus and Shaw and Teraspan – relocations, protection and adjustments as required;
- (e) Conduent – removal and replacement of red light camera loops and conduit at Sargent Avenue and Erin Street intersection;
- (f) Fiber.CA (Winnipeg School Division fiber) – relocation or protection as required;
- (g) City of Winnipeg Traffic Services - Erection and maintenance of temporary traffic control (see E5.), removal and installation of new traffic signage and line painting;
- (h) City of Winnipeg Emergency Services – Fire Paramedic Station 5 located at Sargent Avenue at Burnell Street;
- (i) Trek Geotechnical (and their subconsultant) – Survey/ monitoring rail movements for watermain installation; and
- (j) City of Winnipeg Geomatics Branch – various work on survey infrastructure.

D17.3 Further to D17.1 the Contractor is expected to cooperate and coordinate all activities with parties performing required works to facilitate their own works. The Contractor must include and accommodate work by others identified in D17.2 in their construction schedule to complete the Work.

**D18. SEQUENCE OF WORK**

D18.1 Further to C6.1, the sequence of work shall be as follows:

D18.1.1 A recommended traffic staging plan has been included in E1.3 and is generally as follows:

- (a) Phase 1: Watermain renewal and construction of eastbound lanes and sidewalk;
- (b) Phase 2: Construction of westbound lanes and sidewalk;

## **D19. CRITICAL STAGES**

- D19.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Watermain Renewal – The Watermain Renewal (all items listed in D2.2(b)) shall be complete within thirty five (35) consecutive Working Days of the commencement of the Work as specified in D14.
  - (b) Fire Paramedic Station 5 Work – The private approach and two westbound lanes of Sargent Avenue in front of the fire paramedic station at 845 Sargent Avenue shall be complete within twelve (12) consecutive Working Days after the closure of access from Sargent Avenue to the station.
- D19.2 When the Contractor considers the Work associated with a Critical Stage to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. 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 re-inspected.
- D19.3 The date on which a Critical Stage has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of the Critical Stage has been achieved.

## **D20. SUBSTANTIAL PERFORMANCE**

- D20.1 The Contractor shall achieve Substantial Performance within one hundred thirty (130) consecutive Working Days of the commencement of the Work as specified in D14.
- D20.2 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 re-inspected.
- D20.3 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.

## **D21. TOTAL PERFORMANCE**

- D21.1 The Contractor shall achieve Total Performance within one hundred thirty five (135) consecutive Working Days of the commencement of the Work as specified in D14.
- D21.2 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 re-inspected.
- D21.3 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.

## **D22. LIQUIDATED DAMAGES**

- D22.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stage – Watermain Renewal (D19.1(a)) - one thousand dollars (\$1,000);
  - (b) Critical Stage – Fire Paramedic Station Work (D19.1(b)) – one thousand dollars (\$1,000);
  - (c) Substantial Performance – five thousand dollars (\$5,000);
  - (d) Total Performance – one thousand dollars (\$1,000).
- D22.2 The amounts specified for liquidated damages in D22.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D22.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D23. SCHEDULED MAINTENANCE**

- D23.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod maintenance as specified in CW 3510;
  - (b) Reflective crack maintenance as specified in CW3250;
- D23.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D24. JOB MEETINGS**

- D24.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

- D25.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

- D26.1 Further to B12.4, 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 B12.4.

#### **D27. WORK PRACTICES ON ASBESTOS CEMENT PIPE**

- D27.1 Further to C6.28(d), the Contractor's attention is directed to the possible health dangers associated with working with asbestos cement pipe. All work associated with the existing Asbestos-Cement (AC) water mains shall conform to the following publications:
- (a) "Work Practices for Asbestos-Cement Pipe", AWWA No. M16, published by the American Water Works Association.
  - (b) "Recommended Work Practices for AC Pipe", 1977, published by the AC Pipe Producers Association.
- D27.2 The Contractor shall state in the "job specific safe work plan" the proposed procedure for working with AC pipe. The Contractor shall also provide proof of asbestos handling training or certification.
- D27.3 Asbestos Cement pipe shall be disposed at the City of Winnipeg's Brady Road Landfill site at an approved location in the landfill. Disposal of the Asbestos-Cement pipe, including any fees charged at the Brady Road Landfill will be considered incidental to the installation of the new PVC water main.

#### **MEASUREMENT AND PAYMENT**

##### **D28. PAYMENT**

- D28.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

#### **WARRANTY**

##### **D29. WARRANTY**

- D29.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter for watermain renewal work and two (2) years thereafter for all other Work unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D29.2 Notwithstanding C13.2 or D29.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D29.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

#### **THIRD PARTY AGREEMENTS**

##### **D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

- D30.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D30.2 For the purposes of D30:

- (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.

### D30.3 Indemnification By Contractor

D30.3.1 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.

### D30.4 Records Retention and Audits

D30.4.1 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.

D30.4.2 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 D30.4.1 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.

### D30.5 Other Obligations

D30.5.1 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.

D30.5.2 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.

D30.5.3 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.

D30.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

TENDER NO. 10-2020

2020 Regional Street Renewal Program- Sargent Avenue Reconstruction and Watermain Renewal, Erin Street to Arlington Street  
which is by reference made part hereof and is hereinafter referred to as the "Contract".

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

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

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

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

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

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



SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

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

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

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

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

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

**FORM H2: LABOUR AND MATERIAL PAYMENT BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_  
his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

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

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

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

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

TENDER NO. 10-2020

2020 Regional Street Renewal Program- Sargent Avenue Reconstruction and Watermain Renewal, Erin Street to Arlington Street

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

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

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
  - (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.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

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

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

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

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

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

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

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

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

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

**FORM J: SUBCONTRACTOR LIST**  
(See D12)

2020 Regional Street Renewal Program- Sargent Avenue Reconstruction and Watermain Renewal, Erin Street to Arlington Street

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
<b><u>CONCRETE RECONSTRUCTION</u></b>		
Supply of Materials		
Concrete		
Asphalt		
Base Course		
Sub-Base Material		
Paving Stones		
Sod		
Catchbasins		
Separation/ Filtration Fabric		
Class A Geogrid		
Frames & Covers		
Drainage Pipe		
Watermain Pipe		
Watermain Appurtenances		
Installation/Placement		
Concrete		
Asphalt		
Excavation		
Base Course		
Sub-Base Material		
Paving Stones		
Catchbasin and CB Lead Installation		
Sewer Televising		
Landscaping		
Watermain Installation		



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. 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 B6.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
P-3519-01	Cover Sheet – Location Plan & Drawing List	A1
P-3519-02	Sargent Avenue, Horizontal Geometry, Erin St to Sta 0+320	A1
P-3519-03	Sargent Avenue, Horizontal Geometry, Sta 0+320 to Sta 0+560	A1
P-3519-04	Sargent Avenue, Horizontal Geometry, Sta 0+560 to Sta 0+780	A1
P-3519-05	Sargent Avenue, Horizontal Geometry, Sta 0+780 to Sta 1+020	A1
P-3519-06	Sargent Avenue, Horizontal Geometry, Sta 1+020 to Arlington St	A1
P-3519-07	Sargent Avenue, Paving and Grading, Erin St to Sta 0+200	A1
P-3519-08	Sargent Avenue, Paving and Grading, Sta 0+200 to Sta 0+320	A1
P-3519-09	Sargent Avenue, Paving and Grading, Sta 0+320 to Sta 0+440	A1
P-3519-10	Sargent Avenue, Paving and Grading, Sta 0+440 to Sta 0+560	A1
P-3519-11	Sargent Avenue, Paving and Grading, Sta 0+560 to Sta 0+660	A1
P-3519-12	Sargent Avenue, Paving and Grading, Sta 0+660 to Sta 0+780	A1
P-3519-13	Sargent Avenue, Paving and Grading, Sta 0+780 to Sta 0+900	A1
P-3519-14	Sargent Avenue, Paving and Grading, Sta 0+900 to Sta 1+020	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
P-3519-15	Sargent Avenue, Paving and Grading, Sta 1+020 to Sta 1+115	A1
P-3519-16	Sargent Avenue, Paving and Grading, Sta 1+115 to Arlington St	A1
P-3519-17	Sections	A1
D-15619	Index Page	D
D-15620	Sargent Avenue – Erin Street to 56 W of Wall Street	D
D-15621	Sargent Avenue – 56 W of Wall Street to 23 W of Goulding Street	D
D-15622	Sargent Avenue – 23 W of Goulding Street to 7 E of Minto Street	D
D-15623	Sargent Avenue – 7 E of Minto Street to 25 W of Dominion Street	D
D-15624	Sargent Avenue – 25 W of Dominion Street to 11 W of Garfield Street North	D
D-15625	Sargent Avenue – 11 W of Garfield Street North to 10 E of Sherburn Street	D
D-15626	Sargent Avenue – 10 E of Sherburn Street to Ingersoll Street	D
D-15627	Lipton Street – 10 S of Sargent Avenue to 10 N of Sargent Avenue	D
ST-01	2020 Staging – Phase 1	11" x 17"
ST-02	2020 Staging – Phase 2	11" x 17"

## **E2. GEOTECHNICAL REPORT**

E2.1 Further to C3.1, the geotechnical report is provided to aid the Contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix 'A'.

## **E3. OFFICE FACILITIES**

E3.1 The Contractor shall supply office facilities meeting the following requirements:

- (a) The field office shall be for the exclusive use of the Contract Administrator.
- (b) The building shall be conveniently located near the site of the Work.
- (c) The building shall have a minimum floor area of 25 square metres, a height of 2.4 m with two windows for cross ventilation and a door entrance with a suitable lock.
- (d) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
- (e) The building shall be adequately lighted with florescent fixtures and have a minimum of three wall outlets.
- (f) The building shall be furnished with one desk, one drafting table, table 3m x 1.2m, one stool, one four drawer legal size filing cabinet, and a minimum of 12 chairs.

- (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
- (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when he/she deems it necessary.

E3.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.

E3.3 The office facilities will be provided from the date of the commencement of the Work to the date of Total Performance.

#### **E4. PROTECTION OF EXISTING TREES**

E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E4.3 No separate measurement or payment will be made for the protection of trees.

E4.4 Except as required in clause E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

#### **E5. TRAFFIC CONTROL**

E5.1 Further to clauses 3.6, 3.7 and 3.8 of CW 1130:

- (a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
- (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC or by the Traffic Management Branch of the City of Winnipeg Public Works



Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or subcontractor.

- E5.2 Notwithstanding E5.1, in accordance with the MTTTC, the Contract Administrator shall make arrangements with the **Traffic Services Branch of the City of Winnipeg** to place, maintain, and remove all **regulatory signs** and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- (a) Parking restrictions,
  - (b) Stopping restrictions,
  - (c) Turn restrictions,
  - (d) Diamond lane removal,
  - (e) Full or directional closures on a Regional Street,
  - (f) Traffic routed across a median,
  - (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
  - (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.
- E5.2.1 An exception to E5.2 is the 'KEEP RIGHT/KEEP LEFT' sign (RB-25 / RB-25L) which shall be supplied, installed, and maintained by the Contractor at their own expense.
- E5.2.2 Further to E5.2, where the Contract Administrator has determined that the services of the Traffic Services Branch are required, the City shall bear the costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.
- E5.2.3 Further to E5.2.2, the Contractor shall supply all required barricades and polyposts (traffic control devices) and the Traffic Services Branch of the City of Winnipeg will place and maintain them.

## **E6. TRAFFIC MANAGEMENT**

- E6.1 Further to clause 3.7 of CW 1130:
- E6.1.1 Maintain a minimum of one lane of traffic in one direction within the Site at all times during construction;
  - E6.1.2 Left turns shall only be restricted as approved by the Contract Administrator. Wherever possible, additional lanes shall be provided for left turning vehicles.
  - E6.1.3 Intersecting street and private approach access shall be maintained at all times;
  - E6.1.4 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 72 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access; and
  - E6.1.5 Pedestrian, bus and ambulance/ emergency vehicle access must be maintained at all times.
  - E6.1.6 A minimum of one north/south and one east/west pedestrian crossing must be maintained at each signalized intersection at all times.
  - E6.1.7 The Contractor shall refer to the traffic staging figures provided for more traffic management details.

## **E7. WATER OBTAINED FROM THE CITY**

- E7.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

## **E8. SURFACE RESTORATIONS**

- E8.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall complete all surface restorations required to restore the facility to its intended design and restore full capacity of the facility to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance. The cost may include but is not limited to temporary paving work, temporary roads, sidewalk, active transportation and cycling facilities, Winnipeg Parking Authority charges related to loss of parking revenue and all traffic signing costs including those of Traffic Services Department.

## **E9. MOBILIZATION AND DEMOBILIZATION**

### DESCRIPTION

- E9.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the project location(s).
- E9.2 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.
- E9.3 The inclusion of a payment item for the Work under this Specification shall not release or reduce the responsibilities of the Contractor under any other specification in this Contract.

### SCOPE OF WORK

- E9.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
    - (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
    - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
    - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
    - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site and/or sites;
    - (v) Other job related items.
  - (b) Demobilization shall include, but not be limited to:
    - (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;
    - (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
    - (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;

- (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.

Access to the site, equipment parking, and staging areas are limited to that shown on the drawings or as approved by the Contract Administrator.

#### MEASUREMENT AND PAYMENT

- E9.5 The lump-sum price for "Watermain Mobilization/ Demobilization" shall not exceed five percent (5.00%) of the total bid price for the Contract minus Sections A, B, C, D and "Mobilization/ Demobilization" (F.1) of Form B:Prices.
- E9.5.1 Further to B9, B17, C12 and E9.5, should the lump sum price exceed the value listed in E9.5 the lump sum price will be reduced to 5.00% of the Total Bid Price minus Sections A, B, C, D and "Mobilization/ Demobilization" (F.1) of Form B:Prices. The Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.
- E9.6 The lump-sum price for "Mobilization/ Demobilization" shall not exceed five percent (5.00%) of the total bid price for the Contract minus Section E and "Watermain Mobilization/ Demobilization" (F.2) of Form B:Prices.
- E9.6.1 Further to B9, B17, C12 and E9.6, should the lump sum price exceed the value listed in E9.6 the lump sum price will be reduced to 5.00% of the Total Bid Price minus Section E and "Watermain Mobilization/ Demobilization" (F.2) of Form B:Prices. The Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.
- E9.7 Payment for Mobilization:
  - (a) 60% of the lump-sum price for "Watermain Mobilization/ Demobilization" will be paid to the contractor for Mobilization on the first Progress Estimate for the Contract
  - (b) 60% of the lump-sum price for "Mobilization/ Demobilization" will be paid to the contractor for Mobilization on the first Progress Estimate for the Contract.
- E9.8 Payment for Demobilization:
  - (a) The remaining 40% of the "Watermain Mobilization/ Demobilization" lump-sum price will be paid upon:
    - (i) Completion of Watermain Renewal critical stage (D19.1(a))
  - (b) The remaining 40% of the "Mobilization/ Demobilization" lump-sum price will be paid upon:
    - (i) Restoration of the site and/or sites to the satisfaction of the Contract Administrator;
    - (ii) Distribution of the Declaration of Total Performance.
- E9.9 With the exception of E13.3(c), Mobilization and Demobilization bid items will be paid only once (to a maximum of 100%), regardless of the number of times the Contractor mobilizes to the site and/or sites.

#### **E10. PROVISIONAL ITEMS FOR WATERMAIN WORKS**

- E10.1 The Provisional Items listed in the Schedule of Prices are part of the Contract.
- E10.2 The Contractor shall not perform Work included in the Provisional Items without prior authorization from the Contract Administrator. All Work included in the Provisional Items will be carried out within the construction area shown on the drawings.

#### **E11. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO THE 600 MM SARGENT FEEDERMAIN**

- E11.1 Description

- E11.1.1 This Specification details operating constraints for all Work to be carried out in close proximity to the 600 mm Sargent Feedermain. Close proximity shall be deemed to be any construction activity within a 3 m offset from the centreline of the aqueduct.
- E11.2 General Considerations for Work in Close Proximity to the 600 mm Sargent Feedermain.
- E11.2.1 Work around the 600 mm Sargent Feedermain shall be planned and implemented to minimize the time period that Work is carried out in close proximity the Feedermain and to ensure that the pipeline is not subjected to excessive construction related loads, including excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement.
- E11.2.2 Precaution must be undertaken to ensure that applied loading during all phases of construction is within accepted loading parameters.
- E11.3 Protection of the 600 mm Feedermain During Construction
- E11.3.1 The Drawings provide the location of the Feedermain through the construction site. Pipe locations noted on the Drawings are based on the original record drawings.
- E11.3.2 The Contractor shall determine pipeline location and obvert elevation at locations marked out by the Contract Administrator by soft excavation methods (hydrovac or hand digging) prior to the start of construction.
- (a) Exposure of the Feedermain shall be completed in the presents of the Contract Administrator;
  - (b) Payment for soft excavation shall be included in the installation of the water main renewal.
- E11.3.3 Contractors working in close proximity to the Feedermain shall meet the following conditions and technical requirements:
- (a) Pre-Work, Planning and General Execution
    - (i) No Work shall commence in close proximity to the feedermain until after a meeting has taken place with a representative from each of the City of Winnipeg Water and Waste Department, Contract Administrator and Contractor. The meeting will review Specification E11 – Operating Constraints for Work in Close Proximity to the 600 mm Sargent Feedermain. Also, the meeting will verify that the feedermain location has been clearly delineated in the field.
    - (ii) Notify the Contract Administrator 7 days prior to commencement of any work near the feedermain.
    - (iii) For transverse crossings of the feedermain in support of pavement construction activities, designate crossing locations and confine equipment crossing the pipe to these locations. Reduce equipment speeds to levels that minimize the impacts of impact loading.
    - (iv) For construction Work activities either longitudinally or transverse to the alignment of the feedermain, Work only with equipment and in the manner that meet the requirements noted herein.
    - (v) Subgrade, subbase and base construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing pipelines if the grade is insufficient to support the equipment without rutting.
    - (vi) Granular material, construction material, soil or other material shall not be stockpiled on the pipelines or within 3.0 metres of the pipe centerline.
    - (vii) Where Work is in proximity to the feedermain, utilize construction practices and procedures that do not impart excessive vibration loads on the feedermain or that would cause settlement of the subgrade below the feedermain.
- E11.3.4 Where field conditions are such that Trenchless Method cannot be made the Contractor, after receiving written approval from the Contract Administrator, shall install the pipe in an

open trench with Class 3 backfill and shall meet the following conditions and technical requirements:

- (a) Excavation
  - (i) All excavation required within 3.0 metres of the pipe centerline either adjacent to or over the feedermain, utilize only smooth edged excavation bucket, soft excavation or hand excavation techniques.
  - (ii) Offset backhoe from feedermain a minimum of 2.5 meters from feedermain centerline, to carry out excavation.
  - (iii) All materials intended for backfill shall not be dumped directly on pipelines but shall be carefully bladed in place
- (b) Subgrade Construction
  - (i) Subgrade compaction shall be limited to static compaction methods
  - (ii) Stage Work activities to minimize the time period that unprotected subgrade is exposed to the environment and protect the subgrade against the impacts of adverse weather if subbase/ base course construction activities are not sequential with excavation.
- (c) Subbase and Base Course Construction
  - (i) Subbase or base course materials shall not be dumped directly on pipelines but shall be carefully bladed in-place.
  - (ii) Subbase compaction shall be either carried out by static methods without vibration or with smaller approved equipment such as hand held plate packers or smaller roller equipment

## **E12. WATER SERVICE INTERRUPTIONS TO BUSINESSES AND APARTMENT BUILDINGS**

- E12.1 Should the Contract Administrator require that Work be carried out at night, on weekends, on Public Holidays where required to minimize water service interruptions on this project, the Contractor shall comply without additional compensation being considered to meet the requirement.
- E12.2 Water shutdowns to businesses will be arranged by the Contract Administrator in consultation with the business owner.
- E12.3 The Contractor shall schedule shut downs in accordance with those arrangements made in E12.2.
- E12.4 The Contractor shall be required to submit a work plan satisfactory to the Contract Administrator seven (7) days prior to any construction activities to illustrate how the work will be performed to minimize or eliminate water shut downs of this project. The plan will be reviewed by the Contract Administrator and revised by the Contractor as required.
- E12.5 No additional payment will be made for measures taken to minimize water services disruptions.

## **E13. WATERMAIN CROSSING CP RAIL RIGHT-OF-WAY**

- E13.1 The Contractor shall install the watermain within the property line extensions crossing Sargent Avenue at the location shown on the drawing and in accordance with the requirements of these specifications and the requirements of CP Rail and Transport Canada Standards Respecting Crossings Under Railways TC E-10.
- E13.2 Rail Monitoring Plan for Watermain Installation
  - (a) Trek Geotechnical will be preparing a rail monitoring plan. This plan will be provided to the Contractor once it has been formally accepted by CP Rail.
- E13.3 Approvals for the Watermain Crossing

- (a) The Contractor shall be aware that the underground crossing of the railway has not yet been formally approved. No work shall take place within the railway property line extensions across Sargent Avenue until such approvals have been obtained. No claims for delay or loss of Work will be considered should the approvals not be obtained or delayed or if the Work is deleted.
- (b) If approvals are not obtained within the Contract schedule, the Contractor shall connect the new water main to the existing water main at the locations determined by the Contract Administrator. Once approvals are obtained, the Contractor shall return within ten (10) Working Days of being notified to complete the Work.
- (c) Remobilization, found in the Provisional Items, is provided to allow for the cost of returning to site. The Unit Price for Remobilization provided will be considered the cost to not only remobilize to site, but also cover any additional costs (i.e. the DIFFERENCE between the unit price bid if the Work occurred as planned vs having to remobilize) to install the water main complete with hydrostatic testing and bacteriological testing, and to abandon that portion of the water main that is no longer required.

#### E13.4 Encasement Pipe Installation

- (a) Encasement pipe shall be installed by Auger Bore and Pipe Jacking.
- (b) The auger shall be advanced horizontally no further than 150 mm at a time. The steel encasement pipe shall then be jacked a maximum of 150 mm horizontally. This process will be repeated until the full length of encasement pipe is installed.

#### E13.5 Casing Spacers

- (a) Casing Spacers shall be PSI Ranger II Midi 65
- (b) Casing spacers shall be installed to support the PVC water main within the encasement pipe. Casing spacers shall be installed within 0.3 metres on each side of a bell and there shall be a total of 4 (four) spacers equally spaced per pipe length.
- (c) No separate measurement or payment will be made for the supply and installation of the casing spacers. Supply and installation of the casing spacers will be considered included in the unit price bid for the water main installed within an encasement pipe.

### **E14. WORK WITHIN CP RAIL RIGHT-OF-WAYS**

#### GENERAL REQUIREMENTS

- E14.1 The Contractor shall be responsible to meet all Canadian Pacific (CP) constraints, requirements, and safety measures.
- E14.2 The Contractor shall arrange with CP to have CP supply a flag person for all activity on the CP right-of-way or the extension of the right-of-way as required by CP.
- E14.3 The Contractor is expected to schedule his work in order to minimize the need for flagging.
- E14.4 Information regarding flagging is included in Appendix 'B'.

#### MEASUREMENT AND PAYMENT

- E14.5 Coordination of construction with CP Rail will be paid for at the Contract Lump Sum Price for "Coordination of Construction with CP Rail". Payment will be made upon completion of all construction work within CP right-of-way and will be compensation in full for the costs of coordination efforts, flagging costs and all other costs associated with coordination and working within the CP right-of-way.

### **E15. WORKING AROUND MANITOBA HYDRO POLES**

#### GENERAL REQUIREMENTS

E15.1 When excavating for the road within 3.0 metres of a Manitoba Hydro wood pole, a Safety Watch will be required. The Contractor shall provide a digger truck capable of holding the pole in place while excavation and granular subbase backfill is completed back to original grade.

- (a) The digger truck to be provided by the Contractor shall be to the satisfaction of the Contract Administrator and Manitoba Hydro Safety Watch personnel.

#### MEASUREMENT AND PAYMENT

E15.2 The Work described in this Specification will be considered incidental to "Excavation" and no measurement or payment will be made.

### **E16. BY PASS VALVE ASSEMBLY**

E16.1 Further to CW 2110, the By Pass Valve Assembly will be measured and paid as follows:

- (a) By Pass Valve Assembly installation will be measured on a unit basis for each water main size it is by passing, and paid at the Contract Unit Price for "By Pass Assembly". Number of units to be paid for will be the total number of by pass valve assemblies supplied and installed in accordance with CW 2110, accepted and measured by the Contract Administrator.
- (b) The 400 mm gate valve and all 150 mm diameter water main pipe, tees, 90 degree bends, thrust blocks, installation of mechanical restrainers, and the 150 mm gate valve required to complete the installation of the By Pass Valve Assembly will be included with the Unit Price bid for "By Pass Assembly".
- (c) Any adjustments required to locate the valve box at the required finished elevation will be included in the Unit Price bid for "By Pass Assembly".

### **E17. HYDRO-EXCAVATION**

#### DESCRIPTION

E17.1 This Specification shall cover the removal of earthen material immediately adjacent to underground utilities infrastructure by means of high pressure water spray, and the recovery of excavated material by vacuum type means or equivalent method as approved by the Contract Administrator.

#### CONSTRUCTION METHODS

E17.2 Hydro-Removal of Earthen Material

- E17.2.1 The Contractor shall only be compensated for hydro-excavation undertaken with prior permission of the Contract Administrator. The Contractor will only be compensated for hydro-excavation required to locate utilities whose location is uncertain. Hydro-excavation required to expose utilities shown on the Drawings by Safety Watches will not be compensated and shall be considered incidental to the Work.
- E17.2.2 Earthen material adjacent to utility entity shall be sprayed with high pressure water so as to remove all such material identified by the Contract Administrator. Expose the buried utility by using a sweeping motion only, perpendicular to the locate markings, until the line is sighted. After sighting, the line shall not be contacted by spray or vacuum to avoid damage.
- E17.2.3 Maximum settings when excavating within 1 m of marked utilities will be 38°C (100°F) temperature and 10,342 kPa (1500 psi) pressure.
- E17.3 Recovery of Excavated Material
- E17.3.1 The recovery of excavated material shall be done using a vacuum type method, or other type method as approved by the Contract Administrator.

- E17.3.2 The recovery of material shall follow immediately behind the excavation, to avoid excavated areas from filling with excavated material.
- E17.3.3 The use of mechanical sweepers will not be allowed.
- E17.3.4 Dispose of material in accordance with Section 3.4 or CW 1130-R1.
- E17.4 Backfill of Hydro Excavated Material
  - E17.4.1 The Contractor shall be responsible for the backfill of the hydro excavated hole upon acceptance of the Work described herein by the Contract Administrator.

#### MEASUREMENT AND PAYMENT

- E17.5 Hydro-Excavation
  - E17.5.1 Hydro-Excavation of earthen material and its recovery and disposal as well as backfilling the hole will be measured on an hourly basis and paid for at the Contract Unit Price per hour for "Hydro-Excavation". The hours to be paid for will be the total number of hours of hydro-excavation completed in accordance with this Specification, accepted and measured by the Contract Administrator.
  - E17.5.2 The hours to be paid for "Hydro-Excavation" shall be measured as the time spent on-site by the required equipment and shall be approved daily by the Contract Administrator.

#### **E18. STREET LIGHTING CONDUIT INSTALLATION**

##### DESCRIPTION

- E18.1 This Specification shall cover the excavation, installation and backfill of Manitoba Hydro supplied conduits.

##### MATERIALS

- E18.2 Conduit for street lighting will be supplied by Manitoba Hydro. Material damaged or lost after it has been delivered shall be replaced and paid for by the Contractor with new material from Manitoba Hydro.
- E18.3 The Contractor shall be responsible to furnish sand backfill material. The cost of furnishing materials shall be incorporated into the Unit Prices for the work.

##### CONSTRUCTION METHODS

- E18.4 The Contractor shall install street lighting conduit where shown on the Drawings or as directed by the Contract Administrator.
- E18.5 The Contractor shall furnish all materials and labour and supplies necessary for the completion and maintenance of grade and line of the conduit including water control if found to be necessary. The trench shall be graded to conform to the conduit so that the conduit rests firmly on a smooth surface throughout its length. All stones or other objects which, in the opinion of the Contract Administrator might damage the conduit shall be removed. Where the presence of rock or other condition prevent a satisfactory bed for the cables, 150 mm of well-tamped, clean soil or ¼ down crushed limestone shall be placed in the bottom of the trench. In this case, the spoil bank from trenching operations shall not be allowed to fall into the trench or mix with the soil to be used in backfilling the trench. Loose debris or foreign matter and the spoil bank shall be placed so as not to hinder drainage, damage property, or obstruct traffic.
- E18.6 Trenches shall be dug to such a depth that will provide a minimum cover of 750 mm from final grade in sodded areas and 1200 mm in roadways.
- E18.7 The Contractor shall lay the conduit in the prepared excavation.
- E18.8 Excavations shall be backfilled with clean sand and compacted in lifts of 150 mm.



## MEASUREMENT AND PAYMENT

### E18.9 Street Lighting Conduit Installation

- E18.9.1 Street lighting conduit installation will be measured on a length basis. The length to be paid for shall be the total number of linear metres of trench excavated measured horizontally at grade regardless of the number of conduits placed in the trench. Conduit installation will be paid for at the Contract Unit Price for "Street Lighting Conduit Installation", which price shall be payment in full for performing all operations described in this Specification

## E19. PORTLAND CEMENT CONCRETE SIDEWALK WITH BLOCK OUTS FOR INDICATOR SURFACES

### DESCRIPTION

- E19.1 This specification shall supplement CW 3325-R5 "Portland Cement Concrete Sidewalks".

### CONSTRUCTION METHODS

- E19.2 Add the following to section 9 :
- E19.2.1 As shown on the Drawings and as directed by the Contract Administrator, construct sidewalk with block outs to allow for the installation of indicator surfaces.
- E19.2.2 Verify dimensions of paving stones (indicator surface) prior to construction of the block-outs. Gaps between paving stones and concrete pavement shall not exceed five (5) millimetres.

### MEASUREMENT AND PAYMENT

- E19.3 Add the following to section 12 :
- E19.3.1 Construction of concrete sidewalks with block outs for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

### BASIS OF PAYMENT

- E19.4 Add the following to section 13 :
- E19.4.1 Construction of concrete sidewalks with block outs for indicator surfaces will be paid for at the Contract Unit Price per square meter for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this specification.
- E19.4.2 Items of Work:
- (a) 100 mm Sidewalk with Block Outs
- E19.4.3 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

## E20. PAVING STONES FOR INDICATOR SURFACES

### DESCRIPTION

- E20.1 This specification shall supplement CW 3330-R5 "Installation of Interlocking Paving Stones"

### MATERIALS

- E20.2 Add the following to section 5 :

E20.2.1 Paving Stones for indicator surfaces shall be as shown on the drawings.

E20.2.2 Paving Stones for indicator surfaces shall be :

Barkman Concrete paving stones -  
Charcoal Holland Paver (60mm X 210 mm X 210 mm)  
<https://www.barkmanconcrete.com/>

#### CONSTRUCTION METHODS

E20.3 Add the following to section 9.2 "Preparation of Sub-grade, Sub-base and Sand-base" :

E20.3.1 Preparation of Sand-Base for Paving Stones in Sidewalk Block Outs.

E20.3.2 Place a 15mm layer of bedding sand in the blocked out sidewalk areas.

E20.3.3 The bedding sand shall be spread and levelled so that the paving stones when installed are 5 mm higher than the finished grade.

E20.3.4 No more sand shall be spread than can be covered in with paving stone on the same day.

E20.3.5 The bedding sand shall not be compacted or disturbed prior to laying the paving stones.

E20.4 Add the following to section 9.3 "Installation of Paving Stones" :

E20.4.1 For indicator surface paving stones, commence installation of paving stones against the long edge of the block out to obtain the straightest possible course of installation.

#### MEASUREMENT AND PAYMENT

E20.5 Add the following to section 12 :

E20.6 Supply and Installation of Paving Stones for Indicator Surfaces

E20.6.1 Paving stones for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the contract Administrator.

#### BASIS OF PAYMENT

E20.7 Add the following to section 13 :

E20.7.1 The supply and installation of paving stones for indicator surfaces will be paid for at the Contract Unit Price per square meter for "Paving Stone Indicator Surface", measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this specification.

E20.7.2 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

### **E21. SUPPLY AND INSTALL WATER SERVICE INSULATION**

#### DESCRIPTION

E21.1 Notwithstanding 3.12 of CW 2110, this specification covers the supply and installation of insulation in roadway excavations over water services.

E21.2 Referenced Standard Construction Specifications

(a) CW 2030 – Excavation Bedding and Backfill

(b) CW 3110 – Sub –grade, Sub-base and Base Course Construction

- E21.3 Referenced Standard Details  
(a) SD-018 - Watermain and Water Service Insulation

**MATERIALS**

- E21.4 Acceptable insulation is:  
(a) Extruded Polystyrene rigid foam insulation – Type 4, 4” in thickness.  
DOW - Highload 40  
Owen’s Corning - Foamular 350 or Foamular 400.  
2” X 48” X 96”, 2” X 24” X 96”, 4” X 24” X 96”

- E21.5 Sand Bedding :  
(a) In accordance with CW 2030

**CONSTRUCTION METHODS**

- E21.6 Prior to the installation of any sub-base material or geotextile material, locate all existing water services. Further to SD-018, where directed by the Contract Administrator, excavate the sub-grade to allow the top of the insulation to be installed flush with the surrounding sub-grade. Install the insulation on a level surface centered over the located watermain or water service for the full width of the roadway excavation. Install sand bedding if required to level the surface. Stockpile and dispose of excavated material in accordance with CW 3110.
- E21.7 Thickness of insulation is 100 mm (4”). If using 50 mm (2”) panels 2 layers are required. Total width of insulation to be as directed by the Contract Administrator. Place sufficient full width panels to meet or exceed the specified width.
- E21.8 Place insulation panels adjacent to each other over the specified area with no gaps between panels and less than 15mm of elevation difference along the adjoined edges. Where 2” thick panels are being used, offset the top layer to prevent the panel joints from aligning with the joints in the lower layer.
- E21.9 Use full panels of insulation where possible. Where necessary cut insulation panels to obtain coverage to specified lengths. Insulation pieces shall be a minimum of dimension of 300 mm in width or length.
- E21.10 Take appropriate measures to ensure panels are not displaced when installing geotextiles and during backfilling operations.

**MEASUREMENT AND PAYMENT**

- E21.11 Water Service Insulation shall be measured on an area basis and paid for at the Contract Unit Price per square metre of “Water Service Insulation”. The area to be paid for shall be the total square meters of watermain and water service insulation supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- E21.12 Excavation of the roadway subgrade in accordance with E21.6 will not be measured for payment and will be included in the payment for “Water Service Insulation”.

**E22. REPAIR MANHOLE BENCHING**

**DESCRIPTION**

- E22.1 General  
E22.1.1 This Specification covers the repair of benching in existing manholes.

**E22.2 CONSTRUCTION METHODS**

### E22.3 Repair Manhole Benching

E22.3.1 The Contractor shall remove and dispose of existing loose or crumbling benching mortar or concrete to the satisfaction of the Contract Administrator.

E22.3.2 The Contractor shall bench and channel manhole floor with mortar or concrete in accordance with CW 2130, SD-010 and SD-011. Flow channels shall curve smoothly and provide a smooth transition between inlet and outlet pipes.

#### MEASUREMENT AND PAYMENT

### E22.4 Repair Manhole Benching

E22.5 Repair of existing manhole benching will be measured on a unit basis and paid for at the Contract Unit Price for "Repair Manhole Benching". The number to be paid for shall be the total number of manholes that have been repaired in accordance with this Specification, accepted and measured by the Contract Administrator.

## **E23. EXISTING STREET CAR TRACK BEDDING**

#### DESCRIPTION

### E23.1 General

E23.1.1 This Specification covers the removal of existing street car track bedding and rails on Sargent Avenue within the project limits.

### E23.2 Definitions

E23.2.1 Street Car Track Bedding – The concrete bedding, including wooden ties, for the street car tracks previously located on Sargent Avenue. The concrete bedding is of unknown width or thickness. In the tender quantities we have assumed a width of 2.7 metres by 0.6 m thick.

### E23.3 Referenced Standard Construction Specifications

E23.3.1 CW 1130 – Work Site requirements.

#### CONSTRUCTION METHODS

### E23.4 Removal of Existing Street Car Track Bedding

E23.4.1 Remove the existing concrete bedding by demolishing, loading, hauling and disposing of the existing concrete bedding, including ties and any other materials encountered from the Site.

E23.4.2 Dispose of the removed material in accordance with CW 1130 Section 3.4.

### E23.5 Removal of Existing Street Car Rails

E23.5.1 Remove existing rails by loading, hauling and disposing of the rails from the Site.

E23.5.2 Dispose of the removed material in accordance with CW 1130 Section 3.4

#### MEASUREMENT AND PAYMENT

### E23.6 Removal of Existing Street Car Track Bedding

E23.6.1 Removal of existing street car track bedding shall be measured on a volume basis and paid for per cubic metre at the Contract Unit Price for "Removal of Existing Street Car Track Bedding", which price shall be payment in full for completing all operations herein described and all other items incidental to the work included in this Specification, accepted and measured by the Contract Administrator.

### E23.7 Removal of Existing Street Car Rails

E23.7.1 Removal of existing street car rails shall be measured on a length basis and paid for per linear metre at the Contract Unit Price for "Removal of Existing Street Car Rails", which price shall be payment in full for completing all operations herein described and all other items incidental to the work included in this Specification, accepted and measured by the Contract Administrator.

**E24. SUPPLY AND INSTALLATION OF PRE-CAST TYPE PM BASES**

E24.1 Pre-cast Type PM concrete bases shall be supplied by the Contractor including anchor bolts.

E24.2 Fabrication and installation shall be in accordance with the Drawing included in Appendix 'C'.

E24.3 Payment for pre-cast Type PM bases shall be per base installed including anchor bolts

**E25. SHOP DRAWINGS**

E25.1 Description

(a) This Specification shall revise, amend, and supplement the requirements of CW 1110 of the City of Winnipeg's Standard Construction Specifications.

(b) The term "Shop Drawings": means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, which are to be provided by the Contractor to illustrate details of a portion of the Work.

E25.2 Submit all Shop Drawings in accordance with CW 1110 except as modified herein.

E25.3 All Shop Drawings shall be stamped by a Professional Engineer licensed to practise in the Province of Manitoba.

E25.4 The Contractor shall submit Shop Drawings for the shoring used at the sending and receiving shafts of the water main encasement pipe to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all submissions for Engineering review.

E25.5 Allow for a five (5) Business Days period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.

E25.6 Shop Drawings not meeting the requirements of CW 1110 or the requirements specified herein will be returned to the Contractor without review for resubmission.

E25.7 Shop drawing submissions will be limited to 2 reviews per shop drawing. This shall include a review of the initial submission and a review of the revised submission. Costs associated with subsequent reviews will be charged to the Contractor.

E25.8 Measurement and Payment

E25.8.1 The provision of Shop Drawings shall be considered incidental to the installation of the encased water main and will not be measured for payment. No additional payment will be made.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
  - (c) communicating with residents and homeowners in person or by telephone.
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or .
  - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.1.2 The original Police Information Check (Form P–612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.2 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.