



THE CITY OF WINNIPEG

TENDER

TENDER NO. 200-2020

**INSTALLATION OF UNDERGROUND TRAFFIC SIGNALS SERVICES &
ASSOCIATED WORKS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 INSTALLATION OF UNDERGROUND TRAFFIC SIGNALS SERVICES & ASSOCIATED WORKS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 29, 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 D6.1.

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 promptly notify the Contract Administrator of the error, discrepancy or omission 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.
- 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 D6.

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, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he/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 B16.
- 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/Proposal;
 - (b) Form B: Prices.
- 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.
- 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 B16.1(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.

B8.4.2 All signatures shall be original.

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.

B9.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D31. Any such costs shall be determined in accordance with D31.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.3 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.

B9.4 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.

B9.5 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 B16.5 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 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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://www.winnipeg.ca/matmgt/Templates/files/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. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bids will not be opened publicly.

- B13.2 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.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the MERX website at www.merx.com.
- B13.4 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).
- B13.4.1 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

B16. EVALUATION OF BIDS

- B16.1 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.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(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.
- B16.5 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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.
- B17.4 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 D31 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B17.5 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 B16.
- B17.5.1 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.
- B17.6 Further to C4, the City may issue a Purchase Order to the successful Bidder to form the Contract.
- B17.7 The Contract Documents, as defined in C1.1, in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the installation of underground traffic signals services & associated works for the period from date of award until April 30, 2021, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) Installation of concrete bases.
- (b) Installation of underground conduit.
- (c) Installation of concrete and pre-cast pits.
- (d) Removal of existing bases and pits.
- (e) Restoration of pavement, miscellaneous slabs, medians and boulevards.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Anticipated scope of work:

Size of Work	Scale of Work	Number of Sites
Small	\$0 - \$15,000	59
Medium	\$15,000 - \$40,000	26
Large	\$40,000 - \$100,000	5
Extra Large	\$100,000 +	4

D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DURATION OF CONTRACT

D3.1 The Contractor shall perform the Work of this Contract during the period of May 11, 2020 to December 18, 2020.

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods and/or services;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with Clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

D5. DEFINITIONS

- D5.1 When used in this Tender:
- (a) "**As-Built**" means drawing which illustrates the geographic location of modified and installed Traffic Signal Infrastructure, including all required and associated dimensioning;
 - (b) "**Loop(s)**" means intrusive vehicular detector cut into pavement, that is, concrete, asphalt or composite concrete and asphalt roadway as defined in CW 3620 of the City of Winnipeg Standard Construction Specifications;
 - (c) "**Loop Crew**" means a construction crew including supervision, equipment, materials, tools and all other items required such that the timely performance of the Saw-Cutting and Sealing of Vehicle Detector Loops can be completed;
 - (d) "**Site**" Further to General Conditions for Construction Clause C1.1 (bb), Site means one Signalized Intersection, or one flashing Pedestrian Corridor, or one intersection containing Hazard Flasher(s), or one Camera site. A site shall consist of all associated Signal Infrastructure as detailed in a City of Winnipeg Traffic Signal construction drawing;
 - (e) "**Traffic Signals Branch**" means the branch of the City of Winnipeg Public Works Department responsible for the design, operation, maintenance and installation of Traffic Signals devices;
 - (f) "**Underground Construction Crew**" means a construction crew including supervision, equipment, materials, tools and all other items required such that the timely performance of all work outlined in this contract can be completed;

- (g) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is:

Vic Hucko
Asset Standards and Contracts Specialist
Telephone No. 204 986-4191
Email Address vhucko@winnipeg.ca

- D6.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. CONTRACTOR'S SUPERVISOR

- D7.1 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.

D8. NOTICES

- D8.1 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.
- D8.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D8.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D6.
- D8.3 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

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/Safety/default.stm>

D10.3 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.

D11. INSURANCE

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- (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.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

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

D12. CONTRACT SECURITY

D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; 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; or
- (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D12.1.1 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

- D12.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.
- D12.3 Where the Contract Security is provided in accordance with D12.1(a) and D12.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D13. SUBCONTRACTOR LIST

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) evidence of the insurance specified in D11;
 - (iv) evidence of the Safe Work Plan specified in D10;
 - (v) the contract security specified in D12; and
 - (vi) the Subcontractor list 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 commence the Work on the Site within ten (10) Working Days of placing of an order, except where otherwise agreed at the time of ordering.

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance for each Site within thirty (30) consecutive Working Days of the commencement of the Work as specified in D14.
- (a) each Site is considered a specific job location.
- D15.2 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.
- D15.3 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.

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance by December 18th of the current year of the contract.
- D16.2 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.
- D16.3 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.

D17. LIQUIDATED DAMAGES

- D17.1 If the Contractor fails to achieve Substantial Performance for each Site in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City two hundred fifty dollars (\$250.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. COVID-19 SCHEDULE DELAYS

- D18.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.
- D18.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D18.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D18.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 The Work schedule, including the durations identified in D15 to D16 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D18.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract

Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D18.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D19. ORDERS

D19.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D20. RECORDS

D20.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D20.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) User name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D20.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

CONTROL OF WORK

D21. JOB MEETINGS

D21.1 Regular weekly job meetings will be held at the Traffic Signals Office, 821 Elgin Ave. 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.

D21.2 At the weekly job meetings, the Contract Administrator will provide the contractor with a schedule for upcoming Sites to be completed to allow the contractor adequate time to complete utility clearances prior to the commencement of Work at these Sites.

D21.3 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D22.1 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).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D23.1 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.

D24. RESPONSIBILITY FOR MATERIALS

- D24.1 The Contractor will be responsible for all forms and templates issued by the City for use by the Contractor. The Contractor must return all forms and templates in a clean and undamaged condition within ten business days after the end date stipulated in the Scope of Work. The replacement value of any forms or templates not returned to the City of Winnipeg within 10 Business Days after the end date stipulated in the Scope of Work will be reduced from the final payment to the Contractor.
- D24.2 The Contractor is responsible for all materials after receiving them from the City of Winnipeg Stores. He shall provide the Site and amount of usage for each item. All unused materials (float) will be returned to the City of Winnipeg no later than the end date stipulated in the Scope of Work. The replacement value of any materials not returned to the City of Winnipeg within 10 Business Days after the end date stipulated in the Scope of Work will be reduced from the final payment to the Contractor.

D25. LIGHT AND MEDIUM DUTY EARLY OPEN AND PRE-CAST CONCRETE BASES

- D25.1 The Contract Administrator may at any time make special request to use either pre-cast or pour in place early open concrete bases. When no special request from the Contract Administrator is made base type used will be the discretion of the Contractor.

D26. PROVISIONS OF OVERTIME SERVICES

- D26.1 Further to C12.3, the Contractor shall be obliged to provide the City of Winnipeg with services relating to this Contract during "overtime" periods, as and when instructed to do so by the Contract Administrator.
- D26.2 The City shall call upon the Contractor for overtime services only on infrequent occasions. Overtime "occasions" shall be limited only to those circumstances where the City has no reasonable alternative to save overtime, to expedite progress of other capital construction projects, to deal with emergency conditions and to meet critical deadlines.
- D26.3 The Contract Administrator or his designate shall provide the Contractor with twenty-four (24) hours or more advance notice, whenever possible, of the requirement for overtime services. The Contractor shall be prepared to provide overtime services so long as notice is given no later than the end of the Workday immediately prior to the overtime "occasion".
- D26.4 Following said notice of overtime service requirement being given by the City to the Contractor, the Contractor shall arrange to provide all material, equipment, supervision and labour as is required to undertake the specified overtime Works, and to provide such service at the time(s) as may be specified by the City.
- D26.5 The Contractor shall be compensated by the City for every "occasion" during which the Contractor is instructed to provide said overtime services. An "occasion" shall be defined as a time period not to exceed 4 hours, during which "occasion" the Contractor provides said overtime services. Any "occasion" for which the Contractor has been instructed to provide overtime service, and provides manpower, supervision, equipment and material on-Site to do the required Works, shall be paid for by the City even should the required Works be unable to be carried out by reason of inclement weather, or suspension or postponement of Works by the City.
- D26.6 The overtime period shall be determined to begin at the pre-determined time, or when the Contractor's workforces and required vehicles, equipment and material are at the Work Site and are fully prepared to commence the required Works, and shall end at the time when the Contractor's workforces are dismissed by the City. In the event the overtime period exceeds 4 hours in duration, during any one 24-hour non-Working Day, two (2) or more separate "occasions" shall be awarded.

D26.7 The Contractor shall be paid at the following rates, based on the manpower resource agreed to by the City for any specific "occasion", and the subsequent provision of said manpower by the Contractor to the designated field Site:

<u>Total Number of Contractor's Workers Provided On-Site, Including Supervisor</u>	<u>Compensation Rate</u>
1 to 3 worker(s)	\$600.00 / "occasion"
Each additional worker	\$200.00 each / "occasion"

D26.8 All traffic signals underground Works installed in whole or in part during such overtime "occasions" shall be measured and paid for as per D26.7

D26.9 In the event the overtime period exceeds 4 hours in duration, during any one 24-hour holiday, two (2) or more separate "occasions" shall be awarded and paid for at the "overtime" rate schedule specified.

D27. WORK BY OTHERS

D27.1 Traffic Signal Works are often completed in coordination with various parties. The coordination with these parties results in the staging of Traffic Signal Works.

D27.2 Work by others on or near the Sites will include but not necessarily be limited to:

- (a) Roadwork and Water and Waste Contractors;
- (b) Manitoba Hydro;
- (c) MTS;
- (d) Shaw;
- (e) Railway Contractors.

MEASUREMENT AND PAYMENT

D28. INVOICES

D28.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed. to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Email: CityWpgAP@winnipeg.ca

D28.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D28.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D29. PAYMENT

- D29.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D29.2 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D30. WARRANTY

- D30.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D31. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D31.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D31.2 Further to D31.1, in the event that the obligations in D31 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D31.3 For the purposes of D31:
- (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.
- D31.4 Modified Insurance Requirements
- D31.4.1 If not already required under the insurance requirements identified in D11, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D31.4.2 If not already required under the insurance requirements identified in D11 the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D31.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D31.4.4 Further to D11.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D31.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D31.5 Indemnification By Contractor

D31.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D31.6 Records Retention and Audits

D31.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D31.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D31.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D31.7 Other Obligations

D31.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D31.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D31.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D31.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D12)

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. 200-2020

**INSTALLATION OF UNDERGROUND TRAFFIC SIGNALS SERVICES &
ASSOCIATED WORKS**

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 D12)

KNOW ALL MEN BY THESE PRESENTS THAT

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

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinbelow 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. 200-2020

INSTALLATION OF UNDERGROUND TRAFFIC SIGNALS SERVICES & ASSOCIATED WORKS

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 H3: IRREVOCABLE STANDBY LETTER OF CREDIT
(CONTRACT SECURITY)
(See D12)**

(Date)

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

RE: CONTRACT SECURITY - TENDER NO. 200-2020

**INSTALLATION OF UNDERGROUND TRAFFIC SIGNALS SERVICES &
ASSOCIATED WORKS**

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

(Name of Contractor)

(Address of Contractor)

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

Canadian dollars.

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

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

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

(Address)

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

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

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

(Date)

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

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

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

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:

Specification No.	Specification Title
CW 1130 – R3	Site Requirements
CW 2160 – R7	Concrete Underground Structures and Works
CW 3210 – R8	Adjustment Of Pavement And Boulevard Structures
CW 3230 – R8	Full-Depth Patching Of Existing Pavement Slabs And Joints
CW 3235 – R9	Renewal Of Existing Miscellaneous Concrete Slabs
CW 3240 – R12	Asphaltic Concrete Pavement Works
CW 3326 - R3	Detectable Warning Surface Tiles
CW 3330 – R5	Installation Of Interlocking Paving Stone
CW 3335 – R1	Installation Of Interlocking Paving Stones On A Lean Concrete Base
CW 3510 - R9	Sodding
CW 3520 - R7	Seeding
CW 3620 - R9	Installation Of Underground Traffic Signals Services
SD-300	Controller Base
SD-302	Pedestal Base
SD-310	Signal Pole Base – Type A
SD-312A	Signal Pole Base – Type OD
SD-313	Signal Pole Base – Type G
SD-314	Signal Pole Base – Type J
SD-318	Signal Pole Base – General Alignment To Roadway
SD-320	Service Box – Cast In Place
SD-330	Vehicle Detector Loops – Saw Cut In Concrete
SD-332	Vehicle Detector Loops – Saw Cut In Asphalt
SD-340	Polyethylene Conduit Joint
SD-342	Beddings And Backfills For Underground Traffic Signal Works

Drawing No.	Drawing Name/Title
SD-315.A	Signal Pole Base – Type PM
SD-315.B	Signal Pole Base – Type PG
SD-315.C	Signal Pole Base – Type POD
SD-322	Service Box – Pre-Cast

E2. MATERIALS

E2.1 Further to CW 3620 2.11, Anchor Bolt Templates and Top Rings:

- (a) Master anchor bolt templates and Oversized D top rings are provided by the City shall be used by the Contractor for all bases constructed under the provisions of this specification.
- (b) When using anchor bolt templates and top rings for pouring concrete they both must be oiled (both inside and out) for ease of removal and cleaning. Following the removal of anchor bolt template and top ring, they both must be cleaned immediately.
- (c) The templates shall be suitably cleaned by the Contractor at the end of the Contract and be returned to the City. The template shall be cleaned free of concrete residue and any other debris and returned to the City in a "like-new" condition.
- (d) In the event of loss or damage to materials supplied by the City, the cost of replacement materials shall be borne by the Contractor.
- (e) The Contractor shall contact the City of Winnipeg Stores Foreman to coordinate the pickup of the materials. Prior to pickup of the materials the Contractor will be required to obtain specific account information from the Traffic Signals Branch.
 - (i) Public Works Stores
Attn: Stores Foreman
1277 Pacific Avenue
Winnipeg, MB R3E 1G7
Phone: 204.794.4333

E2.2 Further to CW 3620 2.10, City Supplied Materials:

- (a) If requested by the Contract Administrator, the Contractor shall submit in writing an account for all materials supplied by the City, showing in detail all materials drawn from the City's stores, quantities used at each work location, and materials on hand.
- (b) The City will issue the Contractor a "float" quantity of the above noted City-supplied materials, for the purpose of expediting the daily work progress.
- (c) The Contractor shall be obliged to requisition and withdraw those items which are City supplied material on the basis of the estimated quantity needed for a particular job.
- (d) The Contractor shall account for the quantities of materials drawn to the satisfaction of the City. Any overdraw of materials in excess of required quantities shall be credited or returned to the City. At the end of the Contract, all surplus materials shall be returned to the City.

E3. ANCHOR BOLT PROJECTIONS FOR EARLY OPEN CONCRETE BASES

E3.1 Further to Section 3.7 of CW 3620 Concrete Bases Type A, Type G and Type J Bases shall have an anchor bolt projection as specified below:

- (a) The following bolt projections shall override what has been specified on SD-310, SD-313 and SD-314.

Concrete Base Type	Anchor Bolt Projection (mm)
Signal Pole Base Early Open – Type A (SD-310)	50.8 (+5, -0)
Signal Pole Base Early Open – Type G (SD-313)	90.0 (+5, -0)
Signal Pole Base Early Open – Type J (SD-314)	150 (+5, -0)

E4. SERVICE BOX PRE-CAST

E4.1 Description

- (a) This specification covers the use and installation of a service box pre-cast (SD-322 Rev 2) 17" x 30" x 18" and 13" x 24" x 18".

E4.2 Materials

- (a) Materials shall be as per section 2 of CW 3620.

E4.3 Construction Method

- (a) Install Pre-Cast Service Box in grass boulevards/medians, and hard surfaced medians or as shown on the Drawings or as directed by the Contract Administrator.
- (b) Fill bottom of excavation with compacted limestone base course material to set precast service box to grade.
- (c) Install Pre-Cast Service Box on top of the compacted granular fill material to pavement, sidewalk or boulevard finish grade.
- (d) All conduits must be bundled into a group in the centre of the Pre-Cast Service Box. Install plastic plugs prior to back fill.
- (e) Backfill around Pre-Cast Service Box exterior. Back fill shall conform to requirements of SD-342.
- (f) Pre-Cast Service box shall meet the grade of the sidewalk or boulevard given provided by Contract Administrator.

E4.4 Measurement and Payment

- (a) Installation of Service Boxes shall be measured on a unit basis and paid for at the Contract Unit Price per unit for "Items of Work" listed below. The number of units to be paid for shall be the total number of Service Boxes installed in accordance with this specification, accepted and measured by the Contract Administrator.
 - (i) Service Box Pre-Cast.

E5. INSTALLATION OF CONDUIT INTO HYDRO SERVICE PEDESTAL

E5.1 Description

- (a) This specification covers the installation of Conduit and Hydro Service Pedestals.

E5.2 Construction Method

- (a) Where conduit installed under this Specification is terminated at an existing Hydro Service Pedestal, the Contractor shall contact Hydro utility at least 48 hours prior to starting the work, explain the work involvement to the Hydro and obtain the permission of Hydro to undertake the works. Conduits to be installed into Hydro Service Pedestal shall be made by coring, not by drilling, nor by breaking with a jack-hammer or similar device.
- (b) Following the conduit installation, place concrete around the conduit(s) so that the wall of the plant is repaired as directed by utility.

E5.3 Measurement & Payment

- (a) Installation of conduit into Hydro Service Pedestal will be paid for the Contract Unit Price for "Installation of Conduit into Hydro Service Pedestal".

E6. STREET PAVEMENT RESTORATIONS

E6.1 Description

- (a) This specification covers the restoration of concrete pavement, asphalt pavement and pavements with asphalt over concrete where removals are required for the installation of Traffic Signal infrastructure.

E6.2 Materials

- (a) Materials shall be as per Section 5 of CW 3230 and Section 5 of CW 3410.
- (b) Asphalt material shall be supplied in accordance with CW 3410.

E6.3 Construction Method

- (a) Remove as much concrete pavement as necessary to facilitate adequate room for installation of traffic signals appurtenances. The removal area shall be uniform, rectangular and parallel to the nearest edge or joint. If the area left is less than 1000mm in width to the nearest joint or edge, remove all concrete to the nearest joint or edge.
- (b) Restore concrete and asphalt pavement to match adjacent existing concrete and asphalt pavement depths respectively.
- (c) Restore concrete pavement in accordance with Section 9 of CW 3230.
- (d) Restore asphalt pavement in accordance with Section 9.4 of CW 3410.

E6.4 Measurement & Payment

- (a) Concrete and Asphalt Pavement Restoration will be measured on an area bases and paid for at the Contract Unit Price per square meter for "Street Pavement Restoration". The area to be paid for will be the total numbers of square meters of pavement restored in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) All costs for base preparation, tack coat, reinforcing steel, drilled dowels and tier bars, and concrete slabs and/or asphalt pavement of various depths, mill and fill, asphalt overlay and all other work associated with concrete and /or asphalt pavement restoration will be included in the item of work "Street Pavement Restorations".

E7. MISCELLANEOUS SLAB RESTORATIONS

E7.1 Description

- (a) This specification covers the restoration of miscellaneous slabs which includes, but is not limited to, median slab, monolithic median slab, safety median, 100 mm sidewalk, 150 mm reinforced sidewalk, bullnose, monolithic curb and sidewalk, asphalt pavement for multi-use path, interlocking paving stones, and interlocking paving stones on a lean concrete base where removals are required for the installation of Traffic Signals infrastructure.

E7.2 Materials

- (a) Materials shall be as per Section 2 of CW 3235, Section 5 of CW 3410, Section 5 of CW 3330 and Section 5 of CW 3335.
- (b) Asphalt material shall be supplied in accordance with CW 3410.

E7.3 Construction Methods

- (a) Remove as much concrete pavement as necessary to facilitate adequate room for installation of traffic signals appurtenances. The removal area shall be uniform, rectangular and parallel to the nearest edge or joint. If the area left is less than 600mm in width to the nearest joint or edge, remove all concrete to the nearest joint or edge.
- (b) Match existing adjacent miscellaneous slab style, including but not limited to medians, sidewalks, monolithic curb and sidewalk, and bullnoses.
- (c) Restore miscellaneous slabs in accordance with Section 3 of CW 3235.
- (d) Restore asphalt sidewalk or multi-use path in accordance with Section 9.4 of CW 3410.
- (e) Restore sidewalks comprised of paving stones in accordance with Section 9 of CW 3330.
- (f) Restore sidewalks comprised of paving stones on a lean concrete base in accordance with Section 9 of CW 3335.
- (g) Restore precast concrete pavers to match existing adjacent paving stone color and style.

E7.4 Measurement & Payment

- (a) Miscellaneous Slabs Restoration will be measured on an area basis and paid for at the Contract Unit Price per square meter for "Miscellaneous Slabs Restoration". The area to be paid for will be the total number of square meters of median slab, monolithic median slab, safety median, 100 mm sidewalk, 150 mm reinforced sidewalk, bullnose, monolithic curb and sidewalk, bullnoses, asphalt pavement for multi-use path, interlocking paving stones, and interlocking paving stones on a lean concrete base restored in accordance with this specification, accepted and measured by the Contract Administrator.

- (b) All costs for base preparation, tack coat, reinforcing steel, drilled tie bars, precast concrete pavers, and concrete and/or asphalt pavement and all other work associated with miscellaneous slabs restoration, will be included in the item of work for "Miscellaneous Slab Restoration".

E8. CONCRETE CURB RESTORATION

E8.1 Description

- (a) This specification covers the restoration of concrete curb, which includes, but is not limited to, curb and gutter, mountable curb, 75 mm lip curb, 40 mm lip curb, modified lip curb, barrier curb, modified barrier curb, safety curb, monolithic concrete splash strip, and separate concrete splash strip where removals are required for the installation of Traffic Signals Infrastructure.

E8.2 Materials

- (a) Materials shall be as per Section 2 of CW 3240.

E8.3 Construction Method

- (a) Remove only as much concrete pavement as necessary to facilitate adequate room for installation of traffic signals appurtenances. If the area necessary is within 600 mm of a joint, increase the removal area to encompass the joint.
- (b) Match existing adjacent curb style.
- (c) Restore concrete curbs in accordance with Section 3 of CW 3240.

E8.4 Measurement & Payment

- (a) Concrete Curb Restoration will be measured on a length basis and paid for at the Contract Unit Price per linear meter for "Concrete Curb Restoration". The length to be paid for will be the total number of meters of curb and gutter, mountable curb, 75 mm lip curb, 40 mm lip curb, modified lip curb, barrier curb, modified barrier curb, safety curb, monolithic concrete splash strip, or separate concrete splash strip restored in accordance with this specification accepted and measured by the Contract Administrator.
- (b) All costs for reinforcing steel, drilled tie bars, curb of various types and all other work associated with concrete curb restoration, will be included in the item of work, "Concrete Curb Restoration".

E9. CURB RAMP INSTALLATION

E9.1 Description

- (a) This specification covers the restoration and installation of curb ramps as shown on the drawings and where directed by the Contract Administrator.

E9.2 Materials

- (a) Materials shall be as per Section 2 of CW 3240.

E9.3 Construction Methods

- (a) Where curb ramp restorations are being completed, remove only as much concrete pavement as necessary to facilitate adequate room for installation of traffic signals appurtenances. If the area necessary is within 600 mm of a joint, increase the removal area to encompass the joint.
- (b) Where curb ramp installations are being completed, remove existing curb and sidewalk as directed by the drawings or Contract Administrator that is required to install the curb ramps as per the CW 3240.
- (c) The transition curb shall match the existing adjacent curb style.
- (d) Restore or install curb ramps in accordance with Section 3 of CW 3240.

E9.4 Measurement & Payment

- (a) The concrete sidewalk ramp and the concrete ramp for multi-use paths will be paid as a unit under the Contract Unit Price "Curb Ramp Installation".

E10. INSTALLATION OF CONDUIT INTO STREET PAVEMENT

E10.1 Street pavement to be drilled in accordance with SD-330 or SD-332.

E10.2 Measurement & Payment

- (a) When requested by the Contract Administrator shall be paid as a unit for each hole drilled.

E11. CUTOVERS

E11.1 Perform the following tasks for cutovers:

- (a) Expose existing conduits where new conduit is specified to be coupled.
- (b) Remove cables from the conduit (if present).
- (c) Cut conduit at specified location.
- (d) Push existing cables into new conduit (if present).
- (e) Couple old and new conduits together as specified in SD-340.
- (f) Backfill as specified in SD-342.
- (g) Restore as directed by the contract administrator.

E11.2 Measurement & Payment

- (a) As per Clause 4.15 of CW 3620.

E12. INSTALLATION OF EARLY OPEN CONCRETE BASES

E12.1 Description

- (a) This specification shall cover the installation of Early Open Concrete Bases.

E12.2 Materials

- (a) Supply concrete for bases in accordance with CW 2160, Table CW 2160.1 Design Requirements for Concrete Used for Underground Structures, for Type A Structures (monolithic sewers and reinforced structures).
- (b) Further to E12.2(a), the supplied concrete shall achieve a minimum compressive strength of 22 MPa at 48 hours.
- (c) City Supplied Materials shall be as per Section 2.10 of CW 3620 and E2.

E12.3 Construction Methods

- (a) Construction Methods for the installation of Early Open Concrete Bases shall be as per Section 3.7 of CW 3620.

E12.4 Measurement and Payment

- (a) Installation of Concrete Bases shall be measured on a unit basis and paid for at the Contract Unit Price per unit for "Items of Work" listed below. The number of units to be paid for shall be the total number of concrete bases installed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work:

- (i) Signal Pole Base Early Open - Type A
 - (ii) Signal Pole Base Early Open – Type OD
 - (iii) Signal Pole Base Early Open - Type G
 - (iv) Signal Pole Base Early Open - Type J
- (b) Payment for the items of work in this Section includes the supply and installation of ready mix or mixed concrete on site.
 - (c) Payment for the items of work listed above includes the supply and installation of grounding rods (electrodes) installed with the concrete bases.
 - (d) Payment for the items of work listed above includes boring.

- (e) Payment for the items of work listed above includes top ring forms.

E13. INSTALLATION OF PRE-CAST TYPE PM BASES

- E13.1 Pre-cast Type PM concrete bases shall be supplied by The Contractor including anchor bolts.
- E13.2 Fabrication and installation shall be in accordance with SD-315.A.
- E13.3 Payment of Pre-cast Type PM bases shall be per base installed.
- E13.4 No measurement or payment will be made for the supply of associated material or equipment associated with this specification

E14. INSTALLATION OF PRE-CAST TYPE PG AND POD BASES

- E14.1 Pre-cast Type PG and POD concrete bases shall be supplied by The Contractor. Anchor bolts shall be provided by The City.
- E14.2 Fabrication and installation shall be in accordance with SD-315.B (Type PG) and SD-315.C (Type POD).
- E14.3 Payment of Pre-cast Type PG and POD bases shall be per base installed.
- E14.4 No measurement or payment will be made for the supply of associated material or equipment associated with this specification

E15. PROTECTION OF EXISTING TREES

- E15.1 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. The same provisions shall be applied to trees that may be affected on private property:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 meters of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 1" x 4" x 8' (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, whether public or private. 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 all trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refueled; 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.
- E15.2 No measurement or payment will be made for the work associated with this specification.

E16. PROTECTION OF SURVEY INFRASTRUCTURE

- E16.1 Notwithstanding Clause 3.14 of the General Requirements CW 1130 – R3:
- (a) Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 918-1360 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments

and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

- E16.2 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.
- E16.3 Outline survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. Contractors must ensure their landscaping and other subcontractors are aware of this clearance procedure.
- E16.4 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.
- E16.5 No measurement or payment will be made for the work associated with this specification.

E17. TRAFFIC CONTROL

- E17.1 Further to Clause 3.7 of the General Requirements CW 1130 – R3: The Manual of Temporary Traffic Control in Work Areas on City Streets is available, for a fee, from the Customer Services Division of the Public Works Department at 107-1155 Pacific Avenue. This document is also available online and can be viewed or downloaded from:
http://www.winnipeg.ca/publicworks/InformationAndResources/TrafficControl/manual_of_temp_traffic_control.asp
- E17.2 Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions, such as manholes and drop-offs, to the satisfaction of the Contract Administrator. No measurement for payment will be made for this Work.
- E17.3 Further to Clause General Requirements CW 1130 – R3:
- (a) All Work Sites shall be signed in accordance with the Manual of Temporary Traffic Control. If the Contractor ("Agency" in the manual) cannot sign with their own staff then they shall make arrangements with a sub-contractor to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the sub-contractor in connection with the Works undertaken by the Contractor. The sub-contractor must be listed in Form J: Subcontractors List.
 - (b) Any regulatory signage that is required to complete the Works must be completed by the Traffic Services Branch. The Contractor shall coordinate the placement or regulatory signage with Traffic Services at least five days prior to the commencement of the Works at a given Site.
 - (c) The costs associated with hooding and/or temporary removal and replacement of parking signage and/or meters at, and for, the Contractor's own convenience shall be the responsibility of the Contractor. The hooding and/or temporary removal of parking signage and/or meters must be completed by the Traffic Service Branch. The Contractor shall make necessary arrangements with Traffic Services and shall be responsible for all costs associated with the temporary hooding and/or removal of parking signage and/or meters.
- E17.4 No measurement or payment will be made for the work associated with this specification.

E18. AUTHORIZED WORK ON PRIVATE PROPERTY

- E18.1 This clause is strictly for Work on private property that is authorized and paid for by the City. Damages to private property are handled through the City's Risk Management Division, Claims Branch. Settlement of such damages will not be negotiated or arbitrated by the Contract Administrator on behalf of the Owner or Contractor.
- E18.2 Further to C6.26, the Contractor shall confine his Works to the right-of-way or easements. Where Work is required to be done on private property the Contract Administrator will authorize such Work in writing after obtaining the written permission of the property owner.

E18.3 The Contractor shall limit his operations to the minimum area necessary for undertaking the private property Work and shall be responsible for all damages outside the limits of the authorized Work, resulting from Work on private property. Particular care shall be taken to prevent damage to buildings, walkways, trees and plants.

E18.4 No measurement or payment will be made for the work associated with this specification.

E19. TEMPORARY RELOCATION OF AFFECTED STRUCTURES

E19.1 The Contractor shall, have temporarily relocated any portable structure such as benches, mail boxes, news boxes, waste bins, vending machines, etc., which will interfere with the construction of the Work. The Contractor will identify and notify the owners of the portable structures to have them removed or moved. Following the completion of the applicable Work, the Contractor shall notify the owners that the portable structures may be replaced. These relocations shall be considered incidental to the associated Works and no separate measurement for payment will be made.

E19.2 No measurement or payment will be made for the work associated with this specification.