



THE CITY OF WINNIPEG

TENDER

305-2030

2020 WATER MAIN RENEWALS – CONTRACT 3

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form G1: Bid Bond and Agreement to Bond

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	4
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	7
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	8
B18. Evaluation of Bids	8
B19. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Notices	1
D6. Furnishing of Documents	2

Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	2
D9. Insurance	2
D10. Contract Security	3
D11. Detailed Work Schedule	3
D12. Subcontractor List	4

Schedule of Work

D13. Commencement	4
D14. Critical Stages	4
D15. Substantial Performance	4
D16. Total Performance	5
D17. Liquidated Damages	5
D18. COVID-19 Schedule Delays	5
D19. Scheduled Maintenance	6

Control of Work

D20. Job Meetings	6
-------------------	---

D21. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	6
D22. The Workplace Safety and Health Act (Manitoba) – Qualifications	6
Measurement and Payment	
D23. Payment	7
Warranty	
D24. Warranty	7
Third Party Agreements	
D25. Funding and/or Contribution Agreement Obligations	7
Form H1: Performance Bond	9
Form H2: Labour and Material Payment Bond	11
Form J: Subcontractor List	13

PART E - SPECIFICATIONS

General	
E1. Applicable Specifications and Drawings	1
General Requirements	
E2. Provisional Items	1
E3. Protection of Existing Trees	2
E4. Exploration of Existing Utilities and Services	3
E5. Traffic Control and Management	4
E6. Staging of St. Mary Avenue and Hargrave Street Works	4
E7. Refuse and Recycling Collection	5
E8. Work Practices for Asbestos Cement Pipe	6
E9. Connecting to Existing Water Services	6
E10. Lead and Plastic Water Services	6
E11. Replacement of Private Water Services	7
E12. Water Service Interruptions to Businesses and Schools	7
E13. Restorations	8
E14. Partial Slab Patches	8
E15. Concrete Curb Renewals	8
E16. Miscellaneous Concrete Slab Renewals – Sidewalks	8
E17. Asphaltic Concrete Patches Type 1A	8
E18. Private Driveway, Sidewalk and Walkway Renewals	9

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2020 WATER MAIN RENEWALS – CONTRACT 3

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 15, 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. SITE INVESTIGATION

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

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B7. SUBSTITUTES

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

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

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

B9. BID

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

- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D25. Any such costs shall be determined in accordance with D25.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

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

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1** Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2** Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3** In connection with its Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4** Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5** Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. BID SECURITY

B14.1 The Bidder shall include in its Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B14.2 Bid security shall be submitted in a digital format meeting the following criteria:

- (a) The version submitted by the Bidder must have valid digital signatures and seals;
- (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).

B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).

B14.4 Bonds passing the verification process will be treated as original and authentic.

B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

B17. WITHDRAWAL OF BIDS

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

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.4.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

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

B19.3 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.

B19.4 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 D25 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.5 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 B18.

B19.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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 renewal of watermains on various streets in Centennial, Sargent Park, South Portage, West Broadway, Wolseley, and Armstrong Point neighbourhoods of the City of Winnipeg.

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

- (a) Installation of approximately 170 m of 150 mm, 970 m of 200 mm, 210 m of 250 mm, and 150 m of 300 mm watermains,
- (b) Consolidation/renewal of the 150 mm/300 mm dual watermains on Alexander Ave with approximately 360 m of 200 mm watermain,
- (c) Abandonment or removal of existing watermains, valves and hydrants,
- (d) Installation of gate valves and hydrant assemblies,
- (e) Reconnection of water services, or renewal of lead or plastic water services where encountered,
- (f) Restoration or pavements and boulevards.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Tetra Tech, represented by:

Mike Levreault, C.E.T.
Contract Administrator

Telephone No. 204-954-6800
Email Address michel.levreault@tetrattech.com

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

D5.1 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.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

- D5.3 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

D6. FURNISHING OF DOCUMENTS

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him/her at cost.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. SAFE WORK PLAN

- D8.1 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.
- D8.2 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/matmgt/Safety/default.stm>
- D8.3 Notwithstanding B13.3(c) 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.

D9. INSURANCE

- D9.1 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, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

- (c) 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.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D9.4 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.

D10. CONTRACT SECURITY

D10.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

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

D10.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D10.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D10.1(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.

D11. DETAILED WORK SCHEDULE

D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site, but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11.2 The detailed work schedule shall consist of the following:

- (a) A Gantt chart for the Work, showing time on a weekly basis on the horizontal axis and the work activity or task on the vertical axis.

D11.3 Further to D11.2(a), the schedule shall clearly identify the start and completion dates, on a street by street basis, of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

- (a) Installation and testing of temporary services;
- (b) Construction of water main renewals;
- (c) Pressure Testing and Disinfections;
- (d) Final tie-ins;
- (e) Pavement restorations;

(f) Boulevard restorations.

D11.4 The Contractor shall update the construction schedule prior to each bi-weekly construction site meeting for the review and discussion at the meetings.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, if applicable.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

D13.2 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the contract security specified in D10;
 - (vi) the detailed work schedule specified in D11;
 - (vii) the Subcontractor list specified in D12; and
 - (viii) the security clearances specified in PART F - .
- (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.

D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D14. CRITICAL STAGES

D14.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Construction of a the watermain renewal on Alexander Avenue from 30 m west of Stanley Street (Sta 3+50) to Princess Avenue including testing and limited restoration by July 3, 2020 to permit another Contractor to commence reconstruction of the Alexander Avenue pavement.

D15. SUBSTANTIAL PERFORMANCE

D15.1 The Contractor shall achieve Substantial Performance within 60 (sixty) consecutive Working Days of the commencement of the Work as specified in D13 or by September 19, 2020, whichever comes first.

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 reinspected.

- 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 within 70 (seventy) consecutive Working Days of the commencement of the Work as specified in D13 or by October 9, 2020, whichever comes first.
- 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 reinspected.
- 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, Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stages (Alexander Avenue) – two-thousand dollars (\$2,000);
 - (b) Substantial Performance – one-thousand five-hundred dollars (\$1,500);
 - (c) Total Performance – one-thousand dollars (\$1,000).
- D17.2 The amounts specified for liquidated damages in D17.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Critical Stages, Substantial Performance or Total Performance by the days fixed herein for same.
- 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 D14 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. SCHEDULED MAINTENANCE

- D19.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Boulevard landscape maintenance as specified in CW 3510;
- D19.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D20. JOB MEETINGS

- D20.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

- D21.1 Further to C6.26, 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).

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

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

MEASUREMENT AND PAYMENT

D23. PAYMENT

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

WARRANTY

D24. WARRANTY

D24.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D25.1 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.

D25.2 Further to D25.1, in the event that the obligations in D25 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.

D25.3 For the purposes of D25:

- (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.

D25.4 Modified Insurance Requirements

D25.4.1 If not already required under the insurance requirements identified in D9, 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.

D25.4.2 If not already required under the insurance requirements identified in D9, 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.

D25.4.3 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.

D25.4.4 Further to D9.3, 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.

D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D25.5 Indemnification by Contractor

D25.5.1 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.

D25.6 Records Retention and Audits

D25.6.1 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.

D25.6.2 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 D25.6.1 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.

D25.7 Other Obligations

D25.7.1 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.

D25.7.2 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.

D25.7.3 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.

D25.7.4 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 D10)

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. 305-2030

2020 WATER MAIN RENEWALS – CONTRACT 3

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 D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 305-2030

2020 WATER MAIN RENEWALS – CONTRACT 3

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
 - (ii) 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;

- (iii) 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;
 - (iv) 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)

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 B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
D-15768	Cover Sheet
D-15747	Drawing Index, Design Notes, Legend, & Abbreviations
D-15748	West Gate - Cornish Avenue to 90m East of Cornish Avenue
D-15749	West Gate - 90m East of Cornish Avenue to 100m West of Blanchard Avenue
D-15750	West Gate - 100m West of Blanchard Avenue to Blanchard Avenue
D-15751	Purcell Avenue - Walnut Street to 95m East of Walnut Street
D-15752	Purcell Avenue - 95m East of Walnut Street to Maryland Street
D-15753	Walnut Street - Westminster Street to 6m South of Purcell Avenue
D-15754	Walnut Street - 6m South of Purcell Avenue to 30m North of Purcell Avenue
D-15755	Spence Street - Balmoral Street to 110m North of Balmoral Street
D-15756	Spence Street - 110m North of Balmoral Street to 235m North of Balmoral Street
D-15757	Spence Street - 235m North of Balmoral Street to Broadway
D-15758	St Mary Avenue – Hargrave Street to 35m East of Hargrave Street
	Hargrave Street - St Mary Avenue to 45m North of St Mary Avenue
D-15759	Hargrave Street - 45m North of St Mary Avenue to Graham Avenue
D-15760	Alexander Avenue - Ellen Street to 9m East of Fountain Street
D-15761	Alexander Avenue - 9m East of Fountain Street to 49m East of Fountain Street
D-15762	Alexander Avenue - 49m East of Fountain Street to Princess Street
D-15763	Clifton Street North - Clifton Street North (south Leg) to 50m South of Sargent Avenue
D-15764	Clifton Street North - 50m South of Sargent Avenue to Sargent Avenue
D-15765	Clifton Street North - South and West Legs
D-15766	Clifton Street North – North Leg
D-15767	Hargrave Street and St. Mary Avenue Traffic Management Plan

GENERAL REQUIREMENTS

E2. PROVISIONAL ITEMS

- E2.1 The Provisional items listed in Form B: Prices are a part of the Contract.

E2.2 No Work listed under these provisions will be performed by the Contractor without prior authorization from the Contract Administrator. All Work carried out will be within the construction areas listed in the Specifications.

E2.3 Notwithstanding C7, The City reserves the right to eliminate all or any portion of the work listed as Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit.

E3. PROTECTION OF EXISTING TREES

E3.1 The Contractor shall take the following precautionary steps to avoid damage from construction activities to existing boulevard trees within and adjacent to the limits of construction:

E3.1.1 All trees will have a 2.0m radius protective zone calculated from the circumference at the base of the trunk which will remain free of digging, trenching, grade changes, stock piling of materials, parking or vehicles or equipment, or other activities that could cause soil compaction throughout the duration of the Contract. Protective snow fencing complete with installation hardware demarking the protection zone is required.

E3.1.2 In addition to fencing, mature tree trunks shall be strapped with 25 x 150 x 2400 (1" x 6" x 8') wood planks to protect against bark damage. Smaller trees shall be similarly protected using appropriately sized wood planks.

E3.1.3 Operation of equipment within the drip line of trees shall be kept to the minimum required to perform the work. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the drip lines of trees. The drip line of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches

E3.1.4 Construction operations shall be conducted so that they do not cause flooding or sediment deposition on areas where trees are located.

E3.1.5 Work on Site shall be carried out in to minimize damage to existing tree branches.

E3.1.6 Repair, replace and maintain tree protection material during construction of the Work.

E3.1.7 Remove snow fencing and strapping material without harming trees as soon as the construction and restoration work is complete.

E3.2 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.

E3.3 Consult the Forestry Branch prior to construction to review potential problems with trees that may occur due to construction activities.

E3.4 Pruning of trees including roots should be done by or under the supervision of a Qualified Tree Consultant. The tree consultant must be either

E3.4.1 An arborist certified by the International Society of Arboriculture (ISA) who has a diploma (minimum) in arboriculture or urban forestry, or

E3.4.2 A landscape architect who is a member in good standing of the Manitoba Association of Landscape Architects.

E3.5 Branch Pruning

E3.5.1 Above ground clearance for overhanging branches in the work zone must be anticipated. Review plans for pruning of overhanging or damaged limbs and branches to provide adequate clearance for construction equipment and other unanticipated problems with trees the Forestry Branch.

E3.5.2 American elm trees are not to be pruned between April 1st and August 1st and Siberian Elm trees between April 1st and July 1st of any year under provisions of The Dutch Elm Disease Act.

E3.6 Root Pruning

- E3.6.1 Excavations shall be carried out to minimize damage to existing root systems.
- E3.6.2 Root Pruning will be required to be done under the direction of and along with written sign-off by a Qualified Tree Consultant. The objective is to avoid severing of anchor roots, which provide upright support for trees and minimize damage to the tree.
- E3.6.3 Roots over 50mm in diameter which must be cut to facilitate an excavation shall be neatly pruned prior to excavation and coated with an appropriate wound dressing to prevent infection. Prune exposed roots with equipment such as trenchers, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end. Keep exposed roots in excavations and trenches moist or shaded.
- E3.7 All damage to existing trees caused by the Contractor's activities shall be repaired as required by the Contract Administrator and the Forestry Branch. Damage must be repaired by an ISA certified arborist or by the Forestry Branch.
- E3.8 The Forestry Branch will remove and replace any trees deemed to have died or that are dying due to damage from carelessness during construction. Removal and replacement costs will be determined by size and market price. The market price will be a comparable transplantable tree of the same or different species or may be the appraised value of the existing tree, as determined by an evaluation procedure presently used by Forestry Branch in conjunction with City Claims Branch. The evaluation procedure is in accordance with current ISA evaluation procedure.
- E3.9 Measurement and Payment
- E3.9.1 Protection of existing trees, repair of trees and pruning of damaged limbs will not be measured for payment and will be incidental to the Works. Removal and replacement of existing trees by the Forestry Branch deemed to have died or that are dying due to damage from carelessness during construction will be at the contractor's cost and will be invoiced or deducted from any payments owing.
- E3.9.2 Pruning of limbs or large roots in advance of work by an ISA certified arborist will be measured for payment on a per hour basis at the Contract Unit Price for "Tree Pruning".

E4. EXPLORATION OF EXISTING UTILITIES AND SERVICES

- E4.1 Prior to construction, the Contractor shall verify the elevations of buried utilities including but not limited to sewers, watermains, large diameter fire service watermains, gas mains, power and telecommunications ducts and conduits, traffic signal conduits, street lighting and other communication cables at proposed crossing locations in accordance with CW 1120 Clause 3.3.
- E4.2 Exploration of buried infrastructure should be undertaken a minimum of 5 business days prior to any construction to determine if an alternate vertical or horizontal alignment of the proposed sewer may be beneficial to minimize conflicts with the existing utilities or services.
- E4.3 The Contractor shall arrange for all required utility locations, safety watches and other required notifications.
- E4.4 The Contractor shall provide the Contract Administrator with a minimum of 24 hours advanced notice prior to conducting utility exposures.
- E4.5 Exploration of utility locations and elevations will be incidental to the Contract.
- E4.6 The Contractor shall verify the operation of gate valves before commencement of any portion of the work, to ensure that the watermain segments to be replaced can be isolated.

E5. TRAFFIC CONTROL AND MANAGEMENT

- E5.1 Further to Clauses 3.6, 3.7 and 3.8 of CW 1130, in accordance with the Manual of Temporary Traffic Control on City Streets (MTTC) found in the City of Winnipeg, Public Works Department website at: <http://winnipeg.ca/publicworks/trafficControl/>, the Contractor ("Construction Agency" in the manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
- E5.2 Notwithstanding E5.1, in accordance with the MTTC, the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- (a) Parking restrictions,
 - (b) Stopping restrictions,
 - (c) Turn restrictions,
 - (d) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- E5.3 Further to E5.2, where the Contract Administrator has determined that the services of the Traffic Services Branch are required, the City shall bear the costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.
- E5.4 Further to Clause 3.7 of CW 1130, the Contractor shall schedule construction activities to meet the following:
- E5.4.1 Maintain one lane of through traffic on St. Mary Avenue and Hargrave Street (Regional Streets, Priority P1) at all times. The Contractor will have access to open lanes of traffic for the delivery of materials and equipment provided flag persons are used in accordance with the MTTC. Intersecting streets, lanes and private approach access shall be maintained at all times, however turning restrictions may be in place due to shaft locations.
 - E5.4.2 West Gate, Purcell Avenue, Walnut Street, Spence Street, Alexander Avenue and Clifton Street North (all priority P3) may be closed to traffic. The Contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control. Provide required traffic control and flag persons in accordance with the MTTC.
- E5.5 Should the Contractor be unable to maintain an existing access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E5.6 Pedestrian and ambulance/emergency vehicle access must be maintained at all times. Only one pedestrian crossing at an intersection will be permitted to be blocked during construction. If more than one crossing closure is required to complete the works, flag persons are required to safely escort pedestrians across the street. Clear and clean pedestrian crossings are to be maintained at all times.
- E5.7 The Contractor shall not park company or private vehicles inside the barricaded Work Zone in a manner that will block sightlines for vehicles and pedestrians crossing intersections.

E6. STAGING OF ST. MARY AVENUE AND HARGRAVE STREET WORKS

- E6.1 The watermain renewals on St. Mary Avenue and Hargrave Street will require staged construction to accommodate vehicle and bicycle traffic and pedestrians. A preliminary

construction staging sequence is proposed as follows to assist the Contractor in completing this complex work.

- E6.1.1 Stage 1: St. Mary Avenue including Hargrave Street watermain across St. Mary Avenue, Hargrave Street at Graham Avenue
- (a) Install temporary services.
 - (b) Isolate St. Mary Avenue at Hargrave Street (3 valves on N, W, S sides) to Donald Street (3 valves on N, E, S sides).
 - (c) An existing mainline valve between domestic and fire services to 330 St. Mary Avenue may be used to isolate St. Mary East to maintain service to 300 St. Mary Avenue through east (fire) service.
 - (d) Complete connections to St. Mary Avenue to West and Hargrave Street to South, so that period of no service to Delta Hotel is minimized.
 - (e) Install new watermain along St. Mary Avenue to East and Complete St. Mary Avenue crossing to North side.
 - (f) Remove existing gate valve on Hargrave Street at Graham Avenue and replace with plug.
 - (g) Replace tee on Graham Avenue watermain with straight watermain.
 - (h) Complete Restorations.
- E6.1.2 Stage 2: Hargrave Street North of St. Mary Avenue
- (a) This stage may be undertaken simultaneously with Stage 1, once the crossing of St. Mary Avenue has been completed.
 - (b) Install watermain north towards Graham Avenue.
 - (c) The existing service to City Place may be left in place and connected following completion of the mainline watermain. The proposed service may be installed offline so that the tee, gate valve and stub extending into the boulevard with temporary plug can be installed, disinfected and tested, and flushed. The final connection to the building may not exceed 5.5 m in length and should be sprayed with a maximum 5% chlorine solution in accordance with CW 2125.
 - (d) Install tee on existing Graham Avenue watermain and connect new watermain.
 - (e) Verify that long trenchless shot across open traffic lane on Hargrave Street can be completed with lane in service. If conditions indicate that this shot cannot be successfully attempted, the section of Hargrave Avenue north of the Cityplace Parkade egress and True North Square Shipping and Receiving access (242 Hargrave) may be closed after 9 pm, the shot completed overnight, temporary traffic plates installed, and the street reopened by 7 am the following morning. Restorations must be staged to maintain a single lane of through traffic at all times.
- E6.2 The Contractor will submit a watermain flushing and testing program that is coordinated with the proposed traffic staging plan and with his approach to the Works.

E7. REFUSE AND RECYCLING COLLECTION

- E7.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time and meeting the collection schedule listed in E7.2 to permit the normal collection vehicles to collect the materials. Immediately following recycling and refuse collection the Contractor shall return receptacles to the addresses marked on the receptacles.
- E7.2 Collection Schedule:
- E7.2.1 West Gate (Cornish to Blanchard)
- (a) Collection Day: Friday A

- (b) Collection Area: Front Street pickup.
- E7.2.2 Purcell Avenue (Walnut to Maryland) and Walnut Street (Westminster to Purcell)
 - (a) Collection Day: Friday A
 - (b) Collection Area: Backlane pickup.
- E7.2.3 Spence Street (North of Balmoral to Broadway)
 - (a) Collection Day: Friday A
 - (b) Collection Area: Backlane pickup.
- E7.2.4 St. Mary Avenue (Hargrave east) and Hargrave Street (St. Mary to Graham)
 - (a) Collection Day: Thursday A
 - (b) Collection Area: Front Street pickup.
- E7.2.5 Alexander Avenue (Ellen to Princess)
 - (a) Collection Day: Thursday A
 - (b) Collection Area: Front Street pickup (South side), Mix of Backlane and Front Street pickup (North side), carts to be relocated for pickup.
- E7.2.6 Clifton Street North (South leg Clifton Street North Bay to Sargent)
 - (a) Collection Day: Friday B
 - (b) Collection Area: Backlane pickup.
- E7.3 No measurement or payment will be made for the work associated with this specification.

E8. WORK PRACTICES FOR ASBESTOS CEMENT PIPE

- E8.1 Further to C.6.26(d), the Contractor's attention is directed to the possible health dangers associated with working with asbestos cement (AC) pipe and all work associated with the existing AC water mains shall conform to the following publication:
 - E8.1.1 "Work Practices for Asbestos-Cement Pipe", AWWA No. M16, published by the American Water Works Association (1978). This document is no longer in print, and a copy will be provided to the Contractor.
- E8.2 The Contractor shall state in the "job specific safe work plan" the proposed procedure for working on AC pipe. The Contractor shall also provide proof of asbestos handling training or certification.

E9. CONNECTING TO EXISTING WATER SERVICES

- E9.1 This specification shall amend clause 4.22 of CW 2110.
- E9.2 Connecting to existing lead water services will be measured and paid for in accordance with Clause 4.13 of CW 2110, "Connecting Existing Copper Water Services to New Watermain" for each connection made, regardless of the material of the existing water service being connected to. Connecting to existing lead water services will not be included in the installation of a curb stop.

E10. LEAD AND PLASTIC WATER SERVICES

- E10.1 All lead, polybutylene and kitec PVC water services to be fully renewed with copper water services, including new curb stop and box. Services smaller than 19mm shall be upsized to 19 mm. Connect to existing water service 300mm beyond the new curb stops with a suitable flanged copper to compatible adapter.

E10.2 Connecting to existing lead water services will be included in replacement of water services and curb stop.

E11. REPLACEMENT OF PRIVATE WATER SERVICES

E11.1 Where it is determined a lead, polybutylene or kitem PVC water service exists on private property, the Contract Administrator will provide the property owner with a notice of an opportunity to replace the lead water service in conjunction with watermain work in the vicinity.

E11.2 Maintain the excavation at the curb stop open for up to 5 working days to allow connection of new water service if owner decides to replace their existing service on private property. Maintaining the excavation will be measured and paid for in accordance with Clause 4.23 of CW 2110.

E11.3 Backfill the excavation after completion of the new water service by others or after 5 working days whichever first unless directed otherwise by the Contract Administrator.

E12. WATER SERVICE INTERRUPTIONS TO BUSINESSES AND SCHOOLS

E12.1 Should the Contract Administrator require that Work be carried out at night, on weekends, on Public Holidays where required to minimize water service interruptions on this project, the Contractor shall comply without additional compensation being considered to meet the requirement.

E12.2 Water shutdowns to any school and other businesses reliant on water will take place after business hours. Shutdown times should be verified with restaurants and hotels, who may require shutdown at another time of the day to minimize impact during their busy periods.

E12.2.1 Shutdowns dates and times at school locations will be determined on site by the Contract Administrator. Details of the business and school services:

- (a) Cornish Library (20 West Gate) small diameter service only.
- (b) Winnipeg Mennonite Collegiate (86 West Gate) has combined 150 mm domestic and fire service. No classes are planned during summertime.
- (c) 330 St. Mary Avenue (office tower) has separate 150 mm domestic and fire services, both in close proximity.
- (d) Delta Hotel (350 St. Mary Avenue) service off St. Mary Avenue. Daytime shutdown preferred so plumbers can flush building piping before evening occupancy period.
- (e) Cityplace (233 Hargrave Street) has combined 150mm domestic and fire service.
- (f) Vietnamese Mennonite Church (333 Alexander Avenue) small diameter service off Stanley Street.
- (g) Bag Factory Apartments (311 Alexander Avenue) has 150 mm combined domestic and fire service.
- (h) 313/315 Alexander Avenue (Direct Focus Marketing, Animiki Ozoson Child & Family Services) small diameter service only on Alexander Avenue.
- (i) J. Werier & Co. Ltd. (238 Princess Street) has small diameter domestic service off Alexander Avenue.
- (j) 242 Princess (Warehouse) has separate small diameter domestic and 150 mm fire services off Alexander Avenue.

E12.2.2 Contractor shall give the Contract Administrator five (5) Working Days notice to make arrangements with the various buildings.

E12.3 The Contractor shall work closely with the Contract Administrator and the City to coordinate service connections and tie-ins to minimize the disruptions of water service to all properties in the area.

E12.4 No additional payment will be made for measures taken to minimize water services disruptions.

E13. RESTORATIONS

E13.1 Further to Section 3.3 of CW 1130 of the General Requirements, permanent surface restorations including all sodding and pavement works for each renewal shall be completed within ten (10) working days from the date that the renewal is completed.

E13.2 Where excavations are to be restored with 24-hour early opening concrete as requested by the Contract Administrator, the Contractor shall make it their first priority to; backfill the excavation; pour the 24-hour concrete; where required, lay asphalt as soon as the 24-hour curing period is up and open the closed lane to traffic.

E13.3 Restoration requirements have been relaxed on the block of Alexander Avenue between Stanley Street and Princess Street scheduled for reconstruction and rehabilitation during 2020 by others:

E13.3.1 Alexander Avenue (Stanley Street to Princess Street - full reconstruction).

- (a) Backfill and compact watermain excavations in roadways to within 0.5 m of ground surface, top with pit run gravel.
- (b) Backfill and compact watermain excavations in boulevards or sidewalks to within 0.10 m of ground surface. Top sidewalks with pit run gravel.
- (c) Overhead Street Light cable.
- (d) No sidewalk or boulevard restoration.

E14. PARTIAL SLAB PATCHES

E14.1 Construct partial slab patches in accordance with CW 3230. Partial Slab Patches shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "Partial Slab Patches" in Form B of the Bid Submission,

E14.2 No separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices bid for Partial Slab Patches.

E15. CONCRETE CURB RENEWALS

E15.1 Construct concrete curb renewal in accordance with CW 3240. Concrete curb renewal shall be measured on a length basis and paid for at the Contract Unit Price per meter for "Concrete Curb Renewal" in Form B of the Bid Submission.

E16. MISCELLANEOUS CONCRETE SLAB RENEWALS – SIDEWALKS

E16.1 Construction of miscellaneous concrete slab renewals in accordance with CW 3235. Miscellaneous concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the Contract Unit Price per square meter of "Miscellaneous Concrete Slab Renewals – Sidewalk" in Form B of the Bid Submission.

E17. ASPHALTIC CONCRETE PATCHES TYPE 1A

E17.1 Further to CW 3410 there will be no maximum width for an asphalt patch. All cost incurred for sub base and base course materials shall be included in the unit price for "Construction of Asphalt Patches".

E17.2 Asphalt patches are to be constructed over concrete where an asphalt overlay exists or as shown below where no asphalt overlay exists:

- (a) 300mm of Crushed 50mm Limestone Sub Base.
- (b) 50mm of Crushed 20mm Limestone Base.

(c) 100mm of Type 1A Asphaltic Concrete, compacted in 50mm lifts.

E18. PRIVATE DRIVEWAY, SIDEWALK AND WALKWAY RENEWALS

- E18.1 Removal and replacement of concrete driveways in accordance with CW 3234 and CW 3310. Concrete slab renewals for driveways shall be measured on an area basis and paid for at the Contract Unit Price (Provisional Items) for "Partial Slab Patches – 150mm Reinforced Concrete Pavement".
- E18.2 Removal and replacement of concrete sidewalk or private walkway approaches in accordance with CW 3110 and CW 3325. Miscellaneous concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the Contract Unit Price (Provisional Items) for "Replacement of Existing Private Sidewalks - Cast in Place Concrete".
- E18.3 Removal and replacement of paving stone or concrete sidewalk block walkways in accordance with CW 3333 shall be measured on an area basis and paid for at the Contract Unit Price (Provisional Items) for "Replacement of Existing Private Sidewalks – Interlocking Paving Stone" or "Replacement of Existing Private Sidewalks – Sidewalk Blocks".

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

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