



THE CITY OF WINNIPEG

TENDER

TENDER NO. 577-2020

**SHOAL LAKE AQUEDUCT MILE 77 LAND DRAINAGE IMPROVEMENTS AND MILE
83 ACCESS PATH**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SHOAL LAKE AQUEDUCT MILE 77 LAND DRAINAGE IMPROVEMENTS AND MILE 83 ACCESS PATH

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 18, 2020.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

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

B3.2 The Bidder is advised that:

- (a) Access to the Mile 77 Site is via Provincial Road 308.
- (b) Access to the Mile 83 Site is via the Greater Winnipeg Water District Rail right-of-way. The nearest road access is Road 85E, south of the eastbound Trans Canada Highway, and the remaining ± 900 m from the parking area must be completed by foot.
- (c) Bidders are required to inform the Contract Administrator identified in D5 at least three (3) Business Days in advance of accessing the Mile 77 or Mile 83 Sites. Access to the Sites without prior notification may result in trespass reporting to the RCMP.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at 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 D5.

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:

- (i) 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); and
- (d) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearances.

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 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.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B19.4.2 If no contract is awarded, then the City of Winnipeg will pay the requested Bidder up to a maximum of five hundred dollars (\$500.00) for each of the requested submissions noted in E9.1, for the preparation and delivery of Shop Drawings. Delivery of the Shop Drawings to the City and payment of the above amounts will constitute full and final consideration of each party to the other, and neither party will have any further liability to the other with respect to this Bid Opportunity.

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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the installation of a replacement land drainage culvert in the Shoal Lake Aqueduct Mile 77 Rail Yard, and the construction of a granular access path at the Mile 83 Boat House.

D3.2 The major components of the Work are as follows:

- (a) Abandon an existing culvert in place.
- (b) Relocation of buried power and control cables.
- (c) Install a new reinforced concrete pipe culvert beneath the Greater Winnipeg Water District Railway.
- (d) Excavation of new riprap lined ditch.
- (e) Placement of riverbank erosion control.
- (f) Construction of a granular access path.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) "**Aqueduct**" means the Shoal Lake Aqueduct;
- (b) "**CSA**" means Canadian Standards Association;
- (c) "**EEMAC**" means Electrical Equipment Manufacturers Association of Canada;
- (d) "**IEEE**" means Institute of Electrical Electronics Engineers;
- (e) "**NEMA**" means National Electrical Manufacturers Association;
- (f) "**SCADA**" means Supervisory Control and Data Acquisition;
- (g) "**SIDD**" means Standard Installation Direct Design;
- (h) "**GWWD**" means Greater Winnipeg Water District;
- (i) "**CSP**" means Corrugated Steel Pipe, and
- (j) "**RCP**" means Reinforced Concrete Pipe.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is AECOM, represented by:
Mitchel Peters, M.Sc. P. Eng.
Municipal Engineer

Telephone No. 204-928-8355
Email Address mitchel.peters@aecom.com

- D5.2 Before commencement of Work, Mr. Peters will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

- D6.1 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.

D7. NOTICES

- D7.1 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.
- D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D5.
- D7.3 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

D8. FURNISHING OF DOCUMENTS

- D8.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

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/matmgt/Safety/default.stm>

D10.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D11. INSURANCE

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

- (a) Wrap-up general liability insurance in the joint names of the City, the Contractor, all sub-contractors, the consultants and sub-consultants involved in the Project, with limits of not less than two million (\$2,000,000) dollars per occurrence inclusive and two million dollars (\$2,000,000) general aggregate, covering bodily injury, personal injury, sudden and accidental pollution liability, property damage and products and completed operations. Wrap up liability insurance to also include evidence of contractual liability and cross liability and 24 months completed operations.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.
- (b) 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.
- (c) Contractors pollution liability insurance in the amount of at least one million dollars (\$1,000,000) per occurrence and a two million dollars (\$2,000,000) aggregate covering third party injury and property damage claims, including clean-up costs and transported cargo as a result of pollution conditions arising from the Contractor's operations and completed operations. Such policy shall name the City as an additional insured and remain in place for a minimum of twelve (12) months following Total Performance.

D11.2 During the transportation of equipment, material and supplies via the GWWD Railway, the Contractor is to provide and maintain the following insurance coverage:

- (a) Commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000) inclusive, with The City of Winnipeg to be added as an additional insured, and including a cross liability clause and employers liability and reference to specify transportation via railway;
- (b) all risk property policy carrying adequate limits to cover all machinery, equipment, supplies and/or materials transported via railway;
- (c) Property in transit for the full value of machinery, equipment and supplies while being transported via railway; and
- (d) A signed waiver of liability and assumption of risk agreement prior to the transporting of any supplies, equipment, machinery and materials. The GWWD Railway Waiver Form is included in Appendix A.

D11.3 Deductibles shall be borne by the Contractor.

D11.4 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.

D11.5 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.

D11.6 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D12. CONTRACT SECURITY

- D12.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.
- D12.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (c) the version submitted by the Contractor must have valid digital signatures and seals;
 - (d) the version submitted by the Contractor 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.
 - (e) 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.
 - (f) 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.
 - (g) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1(b).
- D12.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D12.2 Digital bonds passing the verification process will be treated as original and authentic.
- D12.3 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D12.4 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D12.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D13. SUBCONTRACTOR LIST

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

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D10;
 - (iv) evidence of the insurance specified in D11;
 - (v) the contract security specified in D12; 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 not commence the Work on the Site before November 4, 2020.
- D14.4 The City intends to award this Contract by October 28, 2020.
- D14.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. CRITICAL STAGES

- D15.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Pipe Beneath Rail - The installation of pipe beneath and within 2.0 m of the GWWD railway ties shall be completed within five (5) Working Days of the rail being removed by the City.

D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance within ten (10) consecutive Working Days of the commencement of the Work as specified in D14.
- D16.2 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.
- D16.3 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.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D14.
- D17.2 The Contractor shall be permitted one (1) schedule break, if required, to allow for delays due to weather conditions. The schedule break shall extend no later than May 15, 2021.

D17.3 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.

D17.4 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.

D18. LIQUIDATED DAMAGES

D18.1 If the Contractor fails to achieve, Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Critical Stage - Pipe Beneath Rail – one thousand five hundred dollars (\$1,500.00);
- (b) Substantial Performance – one thousand five hundred dollars (\$1,500.00);
- (c) Total Performance – five hundred dollars (\$500.00);

D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. COVID-19 SCHEDULE DELAYS

D19.1 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.

D19.2 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.

D19.3 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.

D19.4 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 D19.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D19.5 The Work schedule, including the durations identified in D15 to D17 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.

D19.6 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.

- D19.7 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.

CONTROL OF WORK

D20. JOB MEETINGS

- D20.1 Regular weekly job meetings will be held via Microsoft Teams. 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 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.

D25.4.2 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.

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 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.

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 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. 577-2020

SHOAL LAKE AQUEDUCT MILE 77 LAND DRAINAGE IMPROVEMENTS AND MILE 83 ACCESS PATH

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 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. 577-2020

SHOAL LAKE AQUEDUCT MILE 77 LAND DRAINAGE IMPROVEMENTS AND MILE 83 ACCESS PATH

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>Appendix No.</u>	<u>Title</u>
Appendix A	GWWD Railway Waiver Form
Appendix B	Geotechnical Report

Consultant Dwg #	City WWD Drawing #	Drawing Title
G-0001	1-0751A-D0004-001	COVER SHEET MILE 83.02 BOATHOUSE - ACCESS PATH – CIVIL - PLAN & SECTION
C-1000	1-0751C-C0014-001	MILE 77.6 GWWD RAILWAY YARD - LAND DRAINAGE IMPROVEMENTS - CIVIL - PLAN & SECTION
C-1001	1-0751R-C0001-001	MILE 77.6 GWWD RAILWAY YARD - LAND DRAINAGE IMPROVEMENTS - CIVIL - MISCELLANEOUS DETAILS
C-4001	1-0751R-C0002-001	MILE 77.6 GWWD RAILWAY YARD - LAND DRAINAGE IMPROVEMENTS – ELECTRICAL – PLAN AND DETAILS
E-4001	1-0751R-E0001-001	

E2. GEOTECHNICAL REPORT

- E2.1 Further to C3.1, the geotechnical report is provided to aid the Contractor's evaluation of the existing soil conditions. The geotechnical report is contained in Appendix B.

GENERAL REQUIREMENTS

E3. SITE FACILITIES

- E3.1 The Contractor shall supply site facilities meeting the following requirements:
- A portable toilet shall be located near the Mile 77 work Site. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
 - The portable toilet shall be cleaned on a weekly basis. The Contract Administrator may request additional cleaning when he/she deems it necessary.

- E3.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the site facilities.
- E3.3 The site facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance.

E4. SITE SECURITY AND PROTECTION

E4.1 Description

- (a) This specification covers on site security requirements during construction.

E4.2 Site Security

- (a) All personnel on site are required to obtain a Criminal Record Search Certificate and Public Safety Verification Check, as outlined in PART F - Security Clearance. The Contractor shall submit copies of the Criminal Record Search Certificates to the Contract Administrator identified in D5.
- (b) The Contractor shall notify the Contract Administrator a minimum of 5 Business Days in advance of requiring access into the Site. Access to the Site without prior notification may result in trespass reporting to the RCMP.

E4.3 Emergency Response

- (a) The following lists appropriate Emergency Response Contacts for the Site:
- (i) Fire, Rescue and Paramedics – Provincial 911. If City of Winnipeg 911 is reached ask to be transferred to Provincial 911.
 - (ii) Police – RCMP, Provincial 911
- (b) After Award, the Contractor will be provided with the Shoal Lake Aqueduct Medical Emergency Response Plan (SLA MERP). The SLA MERP must be incorporated into the Contractor's Safety Plan.

E4.4 Photographs

- (a) All site photographs required for construction documentation shall be approved by a City of Winnipeg Water Services Division representative, as identified by the Contract Administrator.

E5. CONDITION, PROTECTION OF AND ACCESS TO SHOAL LAKE AQUEDUCT

E5.1 Description

- E5.1.1 This specification details the condition, protection, and access to the Shoal Lake Aqueduct (Aqueduct), including operating constraints for all work to be carried out in close proximity to the Aqueduct. Close proximity shall be deemed to be any construction activity within a 10 m offset from the centreline of the Aqueduct.

E5.2 Condition of the Aqueduct

- E5.2.1 The Aqueduct was constructed between 1914 and 1918 and is composed of an unreinforced concrete arch supported on a concrete invert section. The condition of the Aqueduct at the locations of the Work is considered to be good, based on visual inspections.

E5.3 Access and Protection of the Aqueduct

- E5.3.1 The Aqueduct is a critical component of the City of Winnipeg Water Supply and shall be treated with the utmost caution. Work around the Aqueduct shall be well planned and executed to ensure that the Aqueduct is not subjected to construction related loads, including excessive vibrations.

- E5.3.2 Equipment shall only be permitted to cross the Aqueduct at existing road crossings and bridges.
- (a) For Mile 77 site, access will only be permitted via the paved portion of Provincial Road 308.
 - (b) Access to the Mile 83 Site is via the GWWD Rail right-of-way. The nearest road access is Road 85E, south of the eastbound Trans Canada Highway. The site is approximately 900 m from the parking area. Equipment and materials are permitted to cross the Aqueduct at the established road crossing only. Access to the work area will be permitted north of the GWWD railway. Equipment must remain a minimum of 10 metres away from the Centre of the Aqueduct.
- E5.3.3 Employees of the Contractor or any Subcontractor that fail to comply with the conditions for working in close proximity to the Aqueduct shall be promptly removed from the Site.
- E5.3.4 Any damage to the Aqueduct, adjacent structures, or properties caused by the negligence of the Contractor or their Subcontractors must be immediately repaired by the Contractor at their own expense. The City reserves the right to choose to carry out the necessary repairs at the Contractor's expense.
- E5.3.5 Excavation and placement of rip-rap within 10 m of the aqueduct at the Mile 77 Site will not be considered work in "close proximity" to the aqueduct, provided that the excavation/placement equipment is not located within 10 m of the aqueduct.
- E5.3.6 The placement of erosion control treatments within 10 m of the aqueduct at the Mile 77 Site, as indicated on the drawings, will not be considered to be work in "close proximity".
- E5.3.7 Sub-grade, Sub-base and Base Course compaction at the Mile 83 Site shall be carried out with smaller approved equipment such as handheld plate packers or smaller roller equipment.
- E5.3.8 All work conducted in close proximity to the Aqueduct shall utilize light weight vehicles and equipment subject to the conditions noted below:
- (a) Light weight vehicles and equipment selection shall be limited to a suitably designed all terrain vehicle (ATV), or equivalent and all relevant accessories.
 - (b) Maximum vehicle and equipment weight complete with payload shall be limited to 680 kg (1500 lb.) and the maximum ground pressure shall be less than 48 kPa (7 psi).
 - (c) The vehicle or equipment shall be operated in such a manner so as to minimize impact loads that are transmitted to the buried Aqueduct pipe (e.g., minimize operating speed).
 - (d) The vehicle or equipment shall be operated in a safe and responsible manner.
 - (e) The vehicle or equipment shall be operated in such a manner so as to minimize loading on the buried Aqueduct pipe. In this regard, the vehicle or equipment shall not be operated on top of the Aqueduct or the side slope of the berm.
 - (f) Any vehicle or equipment in excess of the above loading restrictions shall be limited to the operating constraints noted in E5.1.

E6. USE OF GWWD RAILWAY

- E6.1 Removal of rail and ties;
- (a) The City of Winnipeg GWWD will remove the required section of track including the rails and ties. Provide a minimum of 10 Business Days notice of requiring track removal.
 - (b) The Contractor shall salvage and stockpile rail ballast material.
 - (i) The City has a quantity of top-up ballast available for use if required. However, the contractor should aim to salvage as much existing ballast as is practicable. Notify the Contract Administrator of the anticipated volume of additional ballast required, if any, within two (2) Working Days of commencing work on the railway crossing.

- (c) The Contractor shall complete installation of the culvert under GWWD railway within five (5) Business Days of track removal. The crossing will be considered complete when sub-ballast material is placed and accepted to the underside of the rail ties.

E6.2 Transportation of Equipment and Materials for Mile 83 Site.

- (a) The Site at Mile 83 is accessible in dry weather conditions from the Mile 82.44 crossing, north of the GWWD railway.
- (b) On completion of work, the Contractor shall restore the access to a condition equal or better than existed prior to access.
- (c) Under no circumstances shall the Contractor drive vehicles or heavy equipment on the rail bed or embankment.
- (d) If the Contractor wishes to use the GWWD to transport equipment to the Site, the GWWD Railway can assist the Contractor by providing one (1) mobilization and one (1) demobilization move to transport tools and materials from the Mile 77 yard adjacent to Provincial Road 308 to the Site at Mile 83. The GWWD Railway assumes no risk for the transportation of these goods and the Contractor must provide evidence of insurance as per D11.2(b) and D11.2(c) and a signed Waiver as per D11.2(d) to utilize the use of the GWWD Railway. The GWWD Railway Waiver Form is included in Appendix A.
- (e) Bidders are advised that emergency railway services will take precedence over material and equipment deliveries. Neither the City, nor the Contract Administrator shall be held liable for failing to provide rail transportation in any event.
- (f) The Contractor shall ensure that all equipment, vehicles, personnel, and materials are kept off the railway and away from the trackbed, unless instructed otherwise by the Contract Administrator. The Contractor shall provide all labour and equipment necessary for loading and unloading equipment and materials including all equipment necessary to tie down loads.
- (g) The City of Winnipeg currently cannot transport personnel to Site via the GWWD Railway.

E7. ENVIRONMENTAL PROTECTION

E7.1 The Contractor shall be aware that the Aqueduct is for potable water supply and no contamination by fuel, chemicals, etc. shall be permitted at any time. Fuels or chemicals shall not be stored within 30 metres of the Aqueduct.

E7.2 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the environmental protection measures as herein specified.

E7.3 Submittals

- (a) Environmental protection plan including:
 - (i) Names of persons responsible for ensuring adherence to Environmental Protection Plan.
 - (ii) Names and qualifications of persons responsible for manifesting hazardous waste to be removed from site.
 - (iii) Names and qualifications of persons responsible for training site personnel.
 - (iv) Descriptions of environmental protection personnel training program.
- (b) The Contractor is required to prepare and submit the following to the Contract Administrator prior to commencing construction, if applicable:
 - (i) Work area plan showing proposed activity in each portion of area and identifying areas of limited use or non-use. Plan to include measures for marking limits of use areas including methods for protection of features to be preserved within authorized work areas.
 - (ii) Spill Control Plan: including procedures, instructions, and reports to be used in event of unforeseen spill of regulated substance.

- (iii) Construction Waste Management Plan describing onsite waste management, disposal, reuse or materials, recycling and staff training.
- (iv) Hazardous Material Spill Management Plan describing management, reporting, emergency response and contact numbers, and staff training.

E7.4 The Contractor is advised that as a minimum, the following Acts, Regulations, and By-laws apply to the Work:

- (a) Workplace Hazardous Material Information System (Hazardous Product Act and Canada Labour Code);
- (b) Canadian Environmental Protection Act;
- (c) Canadian Environmental Assessment Act;
- (d) Transportation of Dangerous Goods Act;
- (e) Manitoba Environmental Act;
- (f) The Endangered Species Act E111;
- (g) The Manitoba Nuisance Act N120;
- (h) The Public Health Act c.P210;
- (i) Manitoba Dangerous Goods, Handling, and Transportation Act;
- (j) Fisheries Act;
- (k) The Workplace Safety and Health Act W210; and
- (l) Current applicable associated regulations.

E7.5 The Contractor is advised that the following environmental protection measures apply to the Work.

E7.5.1 Materials Handling and Storage

- (a) Construction materials shall not be stored within five (5) metres of existing pipe centerlines.

E7.5.2 Fuel Handling and Storage

- (a) The Contractor shall abide by the requirements of Manitoba Environment for handling and storage of fuel products.
- (b) All fuel handling and storage facilities shall comply with The Dangerous Goods and Transportation Act Storage and Handling of Petroleum Products Regulation and any local land use permits.
- (c) Fuels, lubricants, and other potentially hazardous materials as defined in The Dangerous Goods and Transportation Act shall be stored and handled within the approved storage areas.
- (d) The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.
- (e) Products transferred from the fuel storage area(s) to specific work sites shall not exceed the daily usage requirement.
- (f) When servicing requires the drainage or pumping of fuels, lubricating oils or other fluids from equipment, a groundsheet of suitable material (such as HDPE) and size shall be spread on the ground to catch the fluid in the event of a leak or spill.
- (g) Refueling of mobile equipment and vehicles shall take place at least 100 metres from the Aqueduct or a watercourse.
- (h) The area around storage sites and fuel lines shall be distinctly marked and kept clear of snow and debris to allow for routine inspection and leak detection.

- (i) A sufficient supply of materials, such as absorbent material and plastic oil booms, to clean up minor spills shall be stored nearby on-site. The Contractor shall ensure that additional material can be made available on short notice.
- (j) Where stationary equipment is required to be erected on or within the Aqueduct, equipment shall be staged on impermeable containment membrane or containment pans of sufficient volume to contain all hazardous fuels and liquids plus a safety factor of 50 percent.
- (k) Fueling of stationary equipment shall be completed with portable tanks containing only enough fuel to fill equipment. Use of fuel trucks on or within the Aqueduct is prohibited.

E7.5.3 Waste Handling and Disposal

- (a) The construction area shall be kept clean and orderly at all times during and at completion of construction.
- (b) At no time during construction shall personal or construction waste be permitted to accumulate for more than one day at any location on the construction site, other than at a dedicated storage area as may be approved by the Contract Administrator.
- (c) Indiscriminate dumping, littering, or abandonment shall not take place.
- (d) Equipment shall not be cleaned near watercourses; contaminated water from onshore cleaning operations shall not be permitted to enter watercourses.

E7.5.4 Dangerous Goods/Hazardous Waste Handling and Disposal

- (a) Dangerous goods/hazardous waste are identified by, and shall be handled according to, The Dangerous Goods Handling and Transportation Act and Regulations.
- (b) The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.

E7.5.5 Fires

- (a) Fires and burning of rubbish on site shall not be permitted.

E7.5.6 Emergency Spill Response

- (a) The Contractor shall ensure that due care and caution is taken to prevent spills.
- (b) The Contractor shall report all major spills of petroleum products or other hazardous substances with the potential for impacting the environment and threat to human health and safety to the Contract Administrator and Manitoba Environment, immediately after occurrence of the environmental accident, by calling the 24-hour emergency telephone phone number 204-944-4888.
- (c) The Contractor shall designate a qualified supervisor as the on-site emergency response coordinator for the project. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill.
- (d) The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-site emergency response coordinator:
 - (i) Notify emergency-response coordinator of the accident:
 - identify exact location and time of accident
 - indicate injuries, if any
 - request assistance as required by magnitude of accident (Manitoba Environment 24-hour Spill Response Line (204) 944-4888, Police (RCMP), Fire Department (local), Ambulance, company backup)
 - (ii) Assess situation and gather information on the status of the situation, noting:
 - personnel on site
 - cause and effect of spill
 - estimated extent of damage
 - amount and type of material involved

- proximity to waterways and the Aqueduct
- (iii) If safe to do so, try to stop the dispersion or flow of spill material:
 - approach from upwind
 - stop or reduce leak if safe to do so
 - dike spill material with dry, inert sorbent material or dry clay soil or sand
 - prevent spill material from entering waterways and utilities by diking
 - prevent spill material from entering Aqueduct manholes and other openings by covering with rubber spill mats or diking
- (iv) Resume any effective action to contain, clean up, or stop the flow of the spilled product.
- (e) The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to the Manitoba Environment according to The Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.

E7.5.7 Controlled Products

- (a) Materials classified as “Controlled Products” under Regulation 52/88, “Workplace Hazardous Materials Information System”, including amendments, are prohibited inside the Aqueduct, unless the material will be directly employed in the Work.

E8. SHOP DRAWINGS

E8.1 Description

- (a) This Specification shall revise, amend, and supplement the requirements of CW 1110 of the City of Winnipeg’s Standard Construction Specifications.
- (b) The term “Shop Drawings: means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, which are to be provided by the Contractor to illustrate details of a portion of the Work.

E8.2 Submit all Shop Drawings in accordance with CW 1110 except as modified herein.

E8.3 The Contractor shall submit specified Shop Drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all Shop Drawings.

E8.4 Allow for a five (5) Business Days period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.

E8.5 Shop Drawings not meeting the requirements of CW 1100 or the requirements specified herein will be returned to the Contractor without review for resubmission.

E8.6 Shop drawing submissions will be limited to 2 reviews per shop drawing. This shall include a review of the initial submission and a review of the revised submission. Costs associated with subsequent reviews will be charged to the Contractor.

E8.7 Measurement and Payment

- (a) The provision of Shop Drawings will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E9. EXPEDITED SHOP DRAWINGS

E9.1 Further to CW 1110, in order to expedite Shop Drawings with critical timeliness, the Lowest Evaluated Responsive Bidder, as outlined in B18, will be permitted, after receiving written approval from the Contract Administrator, to arrange for the preparation of Shop Drawings for the following items with critical timelines:

- (a) Shoring and Excavation Plans as indicated in E14.

- (b) Drainage and Dewatering Plans as indicated in E22.
- (c) Pre-cast Reinforced Concrete Pipe as indicated in E15.

E9.1.1 Schedule to submit Shop Drawing listed in E9.1 within five (5) Business Day of a request as indicated in CW 1110 or receipt of Notice of Award in accordance with B19, whichever is earlier.

E9.2 Measurement and Payment

- (a) If Award is made to the lowest responsive Bidder, then the provision of Shop Drawings will be considered incidental to the Work and no separate payment will be made. If no contract is awarded payment for Shop Drawings prepared will be paid in accordance with B19.4.2.

E10. TRAFFIC MANAGEMENT

E10.1 Further to Section 3.7 of CW 1130 of the General Requirements the Contractor shall be responsible to redirect and maintain traffic with appropriate signing in accordance with The Province of Manitoba Traffic Engineering Branch, "Work Zone Traffic Control Manual" at all times during construction.

E10.2 Maintain access for approaches, driveways, public lanes and crossing streets for all locations.

E10.3 Maintain access to the maintenance sheds and boathouses for City Staff.

E10.4 Further to Clause 3.7 of CW 1130 of the General Requirements, should the Contractor be unable to maintain pedestrian or vehicular 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.

E10.5 The Contractor is responsible for maintaining safe vehicular and pedestrian traffic through their work site as identified herein. The Contractor shall rectify any unsafe conditions immediately upon notification. This could include but is not limited to, providing flag persons, clearing debris and snow from sites, moving equipment, and erecting additional signage.

E10.6 Measurement and Payment

- (a) Traffic management as outlined here will be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E11. RESTORATION

E11.1 Description

- (a) This specification covers the restoration of the work Sites.

E11.2 Restoration Works

- (a) Regrade Sites back to original condition upon completion of work.
- (b) Rail crossing reconstructed as indicated in the Drawings
- (c) Seed all grassed areas in accordance with CW3520/CW3540 with the following plant mix:
 - (i) 26% Kentucky Bluegrass (cultivars listed in CW 3520)
 - (ii) 26% Creeping Red Fescue
 - (iii) 26% Perennial Ryegrass (cultivars listed in CW 3520)
 - (iv) 9% Alsike Clover
 - (v) 9% White Clover
 - (vi) 4% Birdsfoot Trefoil
 - (vii) Cover Crop: Annual ryegrass

(viii) Seeding Rate - 150 kg/hectare

- (d) Notwithstanding and in addition to Section 9.10 of CW 3520, the termination of the maintenance period shall occur after the following criteria has been met:
- (i) The certified seed sowed meets the requirements specified in E11.2 (c).
 - (ii) The seeded area is free of any visual obstructions such as leaves.
 - (iii) The seeded area has been rolled and has a firm, uniform even surface.
 - (iv) The seeded area has established into a healthy, vigorously growing condition.
 - (v) The seeded area is free of bare and dead spots and without more than ten (10) broadleaf weeds per fifty (50) square metres.
 - (vi) The seeded area is free of any turn damaging insects.

E11.3 Measurement and Payment

- (a) Restoration will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E12. PLUGGING AND ABANDONING EXISTING CULVERT

E12.1 Description

- (a) This Specification shall add to CW 2130 for plugging and abandoning existing sewers and sewer services.

E12.2 Construction Methods

- (a) Where indicated on the Drawings, Contractor shall abandon the existing culvert, regardless of diameter, by plugging one end with mortar or concrete and completely filling the pipe with cement-stabilized flowable fill in accordance with CW 2130 and CW 2160.

E12.3 Measurement and Payment

- (a) Abandoning existing culverts with cement-stabilized flowable fill for all diameters and materials will be measured for payment on a volume basis and paid for at the Contract unit Price for "Abandoning Existing Sewers with Cement-Stabilized Flowable Fill" according to CW 2130 4.14.2.

E13. REMOVAL AND DISPOSAL OF EXISTING CULVERT

E13.1 Description

- (a) This Specification shall add to CW 2130.

E13.2 Construction Methods

- (a) Where indicated on the Drawings, Contractor shall remove and dispose of the existing culvert.
- (b) Remove existing pipe at a joint location within the excavation.
- (c) Disposal shall be in accordance with all applicable by-laws, rules and regulations.

E13.3 Measurement and Payment

- (a) Removing and disposing of existing culverts as outlined here will be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E14. EXCAVATION, BEDDING AND BACKFILL

E14.1 Submittals

- (a) Submit an Excavation and Shoring Design, in accordance with CW2030.

E14.2 Existing Utilities

- (a) Arrange and pay for any required safety watches around existing utilities as per CW1120.
- (b) Soft dig buried cables prior to crossing.

E14.3 Excavation of Existing Culvert

- (a) Be advised that the south property line of the City owned land is in close proximity to the existing culvert and its precise location relative to the property line is unknown.
- (b) The Contractor shall operate equipment and stockpile excavated material and pipe segments between the existing culvert and the Greater Winnipeg Water District Rail line when working to the south of said rail.

E14.4 Disposal of Unsuitable or Surplus Excavated Material

- (a) The Contractor is responsible for the appropriate disposal of unsuitable or surplus excavated material.
- (b) The City may provide railway dump cars to remove a limited quantity of unsuitable or surplus excavated material.
 - (i) The railway dump cars provided by the City will be located in the siding east of PR308.
 - (ii) The City makes no guarantees as to the total volume, if any, or rate of removal of unsuitable or surplus excavated material from the site via the railway dump cars.

E14.5 Excavation in Proximity to Antenna Tower

- (a) Excavation shall not take place within 0.6 m of the base of the antenna tower.
- (b) Vee-Type trench excavation in proximity of the antenna tower shall have side slopes no steeper than 1 m horizontal to 1 m vertical, otherwise, shoring is required.
- (c) A minimum of 3.0 m clearance shall be provided between the outside faces of the concrete pipe and the tower foundation.

E14.6 Pipe in a Trench Foundation, Bedding, Haunching, Initial Backfill and Final Backfill

- (a) Pipe foundation, bedding, haunching and initial backfill shall be constructed with non-frozen materials according to Drawing details for rigid pipe;
- (b) When construction proceeds during freezing conditions, Contractor shall either heat and protect all materials from freezing or use open graded Type 3 materials that do not require free moisture for compaction for constructing foundation, bedding and initial backfill for pipes in a trench. Type 3 material shall be fully wrapped and encapsulated in a non-woven geotextile with sufficient overlap at edges;
- (c) Final backfill for pipe in a trench beneath the rail shall be Class 2 using non-frozen materials; final backfill for pipe in a trench beneath grassed areas shall be Class 4 using non-frozen materials:
 - (i) Placing frozen final backfill material during final backfilling operations will result in considerable consolidation of the final backfill material when it thaws.
 - (ii) Obtain the necessary approvals from Contract Administrator prior to utilizing frozen or potentially frozen material as final backfill material. If frozen material is approved for use, the Contractor is solely responsible for repairing the final backfill to the depth necessary as subsequent damage due to excessive consolidation of the material.
 - (iii) Contractor shall take all reasonable precautions to limit the amount of frozen backfill material and not contaminate or mix non-frozen final backfill with frozen materials.
 - (iv) Contract Administrator will withhold a deficiency amount consistent with the estimated value of subsequent damage repair required of Contractor.
- (d) Laboratory Proctor Analysis and Field Density Testing
 - (i) The Contract Administrator will arrange and pay for density testing of the backfill material.

- (ii) Retests as a result of rework from inadequate compaction shall be paid for by the Contractor.

E14.7 Measurement and Payment

- (a) Excavation, shoring, and backfilling for pipe installation will not be measured for payment. Costs for excavation and shoring shall be included in the price for installation of the pipe. No separate measurement or payment will be made.
- (b) Disposal of surplus or unsuitable fill will not be measured for payment. Costs for disposal shall be considered incidental to the works.
- (c) Excavation and grading of the outlet ditch shall be measured on a lump sum basis and paid for at the Contract unit Price for "Ditch Excavation and Grading". Payment will be for excavation, shaping, and all other work necessary thereto shall be considered incidental to the works.
- (d) There will be no separate measurement and payment for Pavement Removals according to CW 2030 or removals according to CW 2130. All Pavement Removals shall be considered incidental to the Contract.

E15. PRE-CAST, REINFORCED CONCRETE CULVERT

E15.1 Description

- (a) This Specification shall add to CW 2130.

E15.2 Submittals

- (a) Submit Shop Drawings for pre-cast, reinforced concrete pipe in accordance with E9. Shop drawings shall include the following:
 - (i) All pipe and joint dimensions;
 - (ii) Steel reinforcement configuration.

E15.3 Construction Methods

- (a) CW2130 shall be applicable to the supply and installation of the pre-cast, reinforced concrete culvert.
- (b) Pipe shall be ASTM C76, Class V.

E15.4 Clay Cut-Off Collar

- (a) Clay cut-off collars shall be constructed as shown on the Drawings. Cut-off collars shall consist of site clay fill, compacted to 95% Standard Proctor Density, and shall extend from the bottom of the excavation to the lesser of:
 - (i) One (1) meter above the top of the pipe.
 - (ii) Finished grade, less the applicable depth for placement of topsoil or other surface restoration.
- (b) The cut-off collar shall be keyed into the sides and bottom of the trench a minimum of 300 mm.

E15.5 Measurement and Payment

- (a) Pre-cast reinforced concrete pipe will be measured for payment on a lump sum basis and paid for at the Contract unit Price for "New Culvert".
- (b) Fittings for pre-cast reinforced concrete pipe will be included in New Culvert. No separate measurement or payment will be made.
- (c) Clay cut-off collar will be included in New Culvert. No separate measurement or payment will be made.

E16. CONCRETE TRANSITION COLLAR

E16.1 Description

- (a) This Specification refers to the construction of the concrete transition collar between the existing CSP Culvert and the proposed pre-cast reinforced concrete pipe.

E16.2 Submittals

- (a) Submit reinforcing steel Shop Drawings and concrete mix design in accordance to E8.

E16.3 Construction Methods

- (a) Concrete transition collar shall be constructed as shown in the Drawings.
- (b) Cast-in-place concrete and reinforcing to CW2160
- (c) Install a minimum 0.15 mm (6 mil) thick polyethylene sheet bond breaker between the existing corrugated steel pipe culvert and the cast-in-place concrete and between the existing corrugated steel pipe and the new reinforced concrete pipe.

E16.4 Measurement and Payment

- (a) Concrete transition collar will be measured for payment on a lump sum basis and paid for at the Contract unit Price for “Concrete Transition Collar”. Payment will be for excavation, forming, supply and placement of polyethylene bond breaker, reinforcing steel, and cast-in-place concrete, and all other work necessary thereto shall be considered incidental to the works.

E17. RIPRAP

E17.1 Description

- (a) This Specification shall revise, amend, and supplement the requirements of CW 3615 of the City of Winnipeg’s Standard Construction Specifications.

E17.2 Construction Materials

- (a) The stone riprap shall be well graded having a full range and even distribution of sizes and shall conform to the following gradation.

STONE RIPRAP GRADATION	
SIZE	CLASS 350
Smaller Than (mm)	
350	100%
250	
200	15-50%
150	
100	0-15%

E17.3 Measurement and Payment

- (a) Supply and placement of riprap will be measured for payment on a volume basis according to CW 3615 12.1 and paid for at the Contract unit Price for “Random Stone Riprap” according to CW 3615 13.1.

E18. EROSION AND SEDIMENT CONTROL

E18.1 Description

- (a) This Specification refers to the supply, installation, and maintenance of erosion and sediment control measures, including:
 - (i) Silt fence barrier
 - (ii) Straw wattle

E18.2 Construction Materials

- (a) Silt Fence Barrier
 - (i) The silt fence fabric shall meet or exceed the requirements of CW3130 for Separation/Filtration Geotextile Fabric.
 - (ii) The stakes shall be of sufficient strength to satisfy silt fence barrier performance and maintenance requirements. The stakes shall be a minimum of 1.2 metres in length.
- (b) Straw Wattle
 - (i) The straw wattle shall consist of straw fibre that has been compressed and stuffed into a biodegradable netting consisting of polyester or plastic.
 - (i) Minimum dimensions of each straw wattle shall be 300 mm in diameter.
 - (ii) The wooden stakes shall have a 50 mm x 50 mm cross section and a minimum length of 600 mm.

E18.3 Construction Methods

- (a) The contractor shall install the erosion and sediment control measures as indicated on the Drawings, or as directed by the Contract Administrator prior to commencing excavation operations or placement of embankment.
- (b) Silt Fence Barrier
 - (i) The silt fence shall be installed to prevent sediment from passing from one side of the barrier to the other.
 - (ii) Posts shall be spaced a maximum of 2.5 m apart, and shall be driven vertically into the ground to a minimum depth of 600 mm.
 - (iii) A trench measuring approximately 200 mm wide by 200 mm deep shall be excavated along the entire line of stakes. The trench shall be on the side of the stakes where grading work is to be conducted.
 - (iv) The geotextile from the silt fence shall extend into the trench a minimum of 300 mm. The prefabricated silt fence shall be installed without sags and have an overlap of 450mm wherever its length is extended.
 - (i) The trench shall be backfilled and tamped to existing grade so as to hold the base of the geotextile firmly in place. The completed silt fence barrier shall have a minimum height of 600 mm above the ground surface.
 - (ii) Maintenance
 - (i) All silt fences shall be inspected immediately after runoff event and at least daily during prolonged rainfall. Any required repairs shall be made immediately. The silt fence barriers shall be maintained in place, without gaps, and without undermining, so as to prevent sediment passage through or under the barrier. Silt fence barriers shall be maintained vertical without tears and without sagging and maintain a 450 mm overlap on seams.
 - (ii) Accumulated sediment shall be removed at the direction of the Contract Administrator in a manner that avoids escape to the downstream side of the barriers. Sediment shall be removed to the level of the grade existing at the time of barrier installation and shall conform to the following:
 - a) accumulated sediment shall be removed when it reaches a depth of one-half the height of the silt fence barrier;
 - b) accumulated sediment shall be removed as necessary to perform maintenance repairs;
 - c) accumulated sediment shall be removed immediately prior to the removal of the silt fence.
- (iii) Removal

- (i) Silt fence barriers shall be removed when, in the opinion of the Contract Administrator, the measure is no longer required. In the event that the silt fence barrier is required after the Contractor has left the project, the City will remove the silt fence.
 - (ii) Silt fence barriers shall be removed in a manner that:
 - a) avoids entry of equipment, other than handheld equipment, to any water course; and
 - b) prevents release of sediment and debris to any water course.
 - c) areas disturbed by the installation and removal shall be restored to the original grade or to the satisfaction of the Engineer and seeded.
- (c) Straw Wattle
- (i) Straw wattle shall be installed in locations as shown in the Drawings or as directed by the Contract Administrator.
 - (ii) The straw wattles shall be anchored (through the netting only) with wooden stakes on the downstream side of the roll with a maximum stake spacing of 1200 mm as shown on the Drawings.
 - (iii) Maintenance
 - (i) Maintenance consists of keeping the devices functioning effectively.
 - (ii) The Contractor shall repair or correct plugged, displaced, damaged, or non-functioning devices to the satisfaction of the Contract Administrator.
 - (iii) Any damaged or poorly performing areas as the result of storm events shall be replaced/repaired immediately.
 - (iv) The Contractor shall maintain the straw wattles until they are no longer necessary.
 - (v) No re-measurement or payment will be made for those areas damaged and requiring reinstallation due to faulty installation or construction interference.
 - (iv) Removal
 - (i) Straw wattles are biodegradable and shall remain in place after construction.

E18.4 Measurement and Payment

- (a) Silt Fence Barrier
 - (i) Silt Fence Barrier will be measured for payment on a length basis and paid for at the Contract unit Price for "Silt Fence". Length to be paid for will be the total number of linear meters of silt fence barrier supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
 - (ii) Measurement for length of silt fence barrier will be made horizontally at grade, by summing the straight-line distance between stakes.
- (b) Straw Wattle
 - (i) Straw wattle will be measured for payment on a length basis and paid for at the Contract unit Price for "Straw Wattle". Length to be paid for will be the total number of linear meters of straw wattle supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
 - (ii) Measurement for length of straw wattle will be made horizontally at grade, above the centreline of the roll.

E19. CRUSHED LIMESTONE PATH

E19.1 Description

E19.1.1 General

- (a) This specification supplements City of Winnipeg Standard Construction Specification CW 3150 "Gravel Surfacing".
- (b) Referenced Standard Construction Specifications:

- (i) CW 3110 "Sub-grade, Sub-base and Base Course Construction"; and,
- (ii) CW 3130 "Supply and Installation of Geotextile Fabrics".

E19.2 Materials

- (a) Geotextile shall be non-woven, Armtec 200, or approved equal in accordance with B7.
- (b) Base course shall be 20mm down crushed limestone.
- (c) Surfacing shall be 6mm down crushed limestone.

E19.3 Construction Methods

E19.3.1 Subgrade preparation

- (a) Excavate as required and ensure that the subgrade is at the proper level for the pathway construction. Work includes the satisfactory disposal of unsuitable Site material such as silts, rock, rubble, rubbish and surplus suitable Site material. Subgrade compaction shall be accordance with CW 3110.
- (b) Do not disturb existing surrounding trees.
- (c) Disposal of material shall be understood to mean the hauling of all unsuitable material from the Site and the unloading in a legal manner acceptable to the Contract Administrator.
- (d) The Contractor is responsible for determining and setting all new finish grade elevations as noted on the Drawings.
- (e) Where fill is required to bring the subgrade up to the proper subgrade elevation use compacted clay fill.

E19.3.2 Installation of Geotextile Liner

- (a) Geotextile liner to be constructed in accordance with CW 3130.

E19.3.3 Installation of Crushed Limestone Path

- (a) Base course in accordance with sections 3.3 and 3.4 of CW 3110.
- (b) Surface in accordance with section 3.2 of CW 3150.
- (c) Install material to the depth and design indicated on the Drawings. Install only on clean unfrozen surface, properly shaped and compacted.
- (d) Paths shall have a minimum one percent (1%) and maximum two percent (2%) constructed cross slope, so no ponding of water occurs over the full width of path. Cross slope to drain in positive direction of existing slopes.

E19.4 Measurement and Payment

E19.4.1 Crushed Limestone Path

- (a) Supply and installation of crushed limestone path shall be measured on an volume basis and paid for at the Contract Unit Price per cubic metre for the "Crushed Limestone Path", which price shall be payment in full for supplying all materials and performing all operations herein specified, and all other items included in the work of this specification.

E20. ELECTRICAL AND TECK CABLE RELOCATION

E20.1 Construction Methods

- E20.1.1 Install replacement electrical and Teck cables as indicated in the Drawings.

E20.2 Measurement and Payment

E20.2.1 Cable Relocation

- (a) Supply and installation of the electrical and Teck cables shall be measured on a lump sum basis and paid for at the Contract unit Price for "Cable Relocation". Payment will be for supply and install of all required electrical and controls components, trench excavation and backfill, and all other work necessary thereto shall be considered incidental to the works.

E21. SITE WATER MANAGEMENT

- E21.1 In addition to GC C6, the Contractor is solely responsible for planning, implementing, maintaining and monitoring an effective dewatering and drainage system for the Site during the performance of the Work.
- E21.2 The Contractor is responsible for the control, diversion, storage and pumping of all water including without limitation rain, snow melt, groundwater, leaking infrastructure and water in pipes throughout all stages of the Work.
- E21.3 The Contractor shall submit a Dewatering and Drainage Plan to the Contract Administrator at least seven (7) Calendar Days of prior to commencement of Work at the Site. As construction progresses, and if the Contractor's chosen means and methods of dewatering and drainage change, the Contractor shall submit to the Contract Administrator, and obtain Contract Administrator's review without issue, revised Dewatering and Drainage Plans to communicate changes to the Contractor's Dewatering and Drainage Plan in advance of the Contractor implementing the changes. The Dewatering and Drainage Plan submittal shall include the following at a minimum:
 - (a) A description on the use of construction staging to limit the need for a continuous bypass pumping setup;
 - (b) a sketch or sketches of the Site clearly showing the drainage scheme and flow paths including temporary and permanent features such as ditches/swales, pipe route and layout, pump staging, and pump redundancy;
 - (c) description of all erosion protection measures and material used, including those already shown in the Drawings;
 - (d) monitoring and maintenance plan including Contractor's designated contact person responsible for dewatering and drainage, inspection intervals and means for supervising and monitoring pumping activity; and,
 - (e) any other related information reasonably requested by the Contract Administrator.
- E21.4 The Contractor shall stage and time the connection of the new culvert sections to the existing culvert sections-to-remain during a period when wet weather flows are not reasonably expected to occur over the duration of the tie-in and the risk of overflow and damages to the public and property are low.
- E21.5 Do not pump or drain any water containing excessive suspended materials or harmful substances into waterways, sewers or other drainage systems. Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with governing authority's limitations and requirements.
- E21.6 The Contractor shall be responsible for all damages within or outside the Site directly resultant from Contractor's actions, omissions or neglect which may be caused by or which may result from water backing up, flowing through, overflowing or excessive surcharge of drainage systems.
- E21.7 The Contractor shall organize and bear all costs related to the effective dewatering of excavations and all other pumping and drainage necessary for the proper execution of the Work, including keeping the pipes, structures, shafts, excavations and trenches free of undesirable accumulations of groundwater, seepage, surface water, melt water or rainwater.
- E21.8 Dispose of all water drained or pumped as above by discharging it to drainage ditches or natural water course as reviewed by the Contract Administrator, and in compliance with all local, Municipal, Provincial and Federal environmental regulations, ordinances, bylaws, etc., and

provide documentation indicating that authority has been granted to discharge effluent water into any drainage ditch, brook, creek or river. Contractor shall develop and implement at their own cost any filtration, settlement or other acceptable treatment methods required prior to disposal.

- E21.9 Keep all drainage channels, gutters, swales, ditches, sewers, culverts and disposal areas free of silt, sand, debris and gravel and remove such deposits as required.
- E21.10 Accept responsibility for any actionable damage, inconvenience or interference caused by the dewatering and drainage operations to the surrounding properties, yards, businesses, fields, houses, other buildings, roads, streets, approaches, driveways, utilities, services or other improvements which may be affected by a lowering or raising of the water table and bear all costs of repair, replacement, reinstatement or alteration of same.
- E21.11 Measurement and Payment
- (a) Dewatering and drainage during construction, including development of the dewatering and drainage plan, will be considered incidental to the Contract and there will be no measurement and payment item for this portion of the Work.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

F1.1 Each individual proposed to perform Work under this Contract within facilities associated with the water supply, treatment and distribution system including the Shoal Lake Intake Facility, Shoal Lake Aqueduct, Deacon Reservoir, Water Treatment Plant, Regional Pumping Stations, and Booster Pumping Stations shall be required to obtain a Public Safety Verification Check **and** a Police Information Check as detailed below.

F1.1.1 The Public Safety Verification Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup 72 hours prior to individual security clearances to allow sufficient time for activation of the contracting company's account. If the contracting company has an existing City of Winnipeg Sterling Backcheck vendor account, they may skip to (d) below.
- (b) An authorized individual of the contracting company must complete the Sterling Backcheck Setup Form. There is no cost to the organization to set up the account. Click on the link below, complete the form, and hit submit. ******(This form is to be completed by the company, not by the employee requiring the security clearances).
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>
- (c) Within 48 hours of completing the Sterling Backcheck Setup Form, the authorized individual of the contracting company will receive a Username and Password for Sterling Backcheck. It will appear in their inbox as a "Welcome to Sterling Backcheck" email. Upon receipt, the authorized individual of the contracting company will be asked to login to the Sterling Backcheck website to set their security questions and password. Once completed, individual security clearance requests can be submitted.
- (d) In order to run a Public Safety Verification Check and/or a Police Information Check, follow the steps below:
 - (i) Click on the sub-tab labelled "Order eConsent".
 - (ii) Fill out the required information about the employee proposed to perform Work under this Contract within City facilities (the person that requires the security clearances).
 - (iii) Select your location under the "Order Information" section and enter the organization's phone number, if required.
 - (iv) Select the required individual service(s) in the dropdown menu under the "Select Services" section. If both the Public Safety Verification Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Public Safety Verification Check and the Police Information Check should have a grey check mark beside them.
 - (v) Scroll down to the bottom and click the blue "Submit" button. The employee proposed to perform Work under this Contract within City facilities will be invited to complete their security clearance.
 - (vi) The employee will receive the invitation and must click on the link and complete their Public Safety Verification Check and/or Police Information Check.
 - (vii) The results of the Public Safety Verification Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within 24 hours.
- (e) Any questions related to the Sterling BackCheck process can be directed to Linda Ferens at 204-999-0912 or by email at: linda.ferens@sterlingcheck.com OR managedsupport@sterlingcheck.com

F1.1.2 The Police Information Check must be obtained from one of the following:

- (a) Sterling BackCheck;

- (i) See F1.1.1(a) thru (e) for instructions on how to set up an account and submit individuals for security checks; or
 - (b) A police service having jurisdiction at his/her place of residence;
 - (i) The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner.
 - (ii) The applicant shall provide the original Police Information Check (Form P-612) to the Contract Administrator; or
 - (c) Commissionaires (Manitoba Division);
 - (i) Forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists;
 - (i) Forms to be completed can be found on the website at: <https://myfastcheck.com>
 - (ii) The applicant shall provide the original Police Information Check to the Contract Administrator.
- F1.2 Any individual for whom a Public Safety Verification Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Public Safety Verification Check indicates "CLEAR" and a Police Information Check demonstrates no previous convictions or pending charges will be permitted to perform Work as specified in F1.1.
- F1.4 Individuals for whom a Public Safety Verification Check does not indicate "CLEAR" and/or a Police Information Check demonstrates previous convictions or pending charges may not be permitted to perform any Work as specified in F1.1.
 - (a) Previous convictions or pending charges may be investigated and a determination will be made by the City as to whether the individual will be permitted to perform any Work.
 - (b) Convictions or pending charges that may preclude an individual from performing any Work include but are not limited to:
 - (i) convictions or pending charges related to property offences; and/or
 - (ii) convictions or pending charges related to crimes against another person.
 - (c) Where additional investigation related to a Public Safety Verification Check or a Police Information Check is required by the City, no extension to critical stages, Substantial Performance, or Total Performance, as applicable, will be provided.
 - (d) Additional investigation by the City may take upwards of six weeks.
- F1.5 Prior to the award of Contract, and during the term of the Contract, if additional or replacement individuals are proposed to perform Work within City facilities, the Contractor shall supply the Contract Administrator with a Public Safety Verification Check and a Police Information Check satisfactory to the City obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.6 Any Public Safety Verification Check and Police Information Check determined to be satisfactory to the City will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 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 Public Safety Verification Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Public Safety Verification Check and/or a Police Information Check satisfactory to the City as a result of a

repeated records search will not be permitted to continue to perform any Work as specified in F1.1.