



THE CITY OF WINNIPEG

TENDER

TENDER NO. 996-2022

REPAIRS TO FREEDOM ROAD BRIDGES AND ASSOCIATED ROADWORKS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REPAIRS TO FREEDOM ROAD BRIDGES AND ASSOCIATED ROADWORKS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 18, 2023.

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 Falcon River Diversion Bridge is located in Shoal Lake No. 40 First Nation Territory. Bidders are encouraged to communicate with Shoal Lake No. 40 First Nation prior to undertaking a Site investigation at the Falcon River Diversion Bridge. The contact person for Shoal Lake No. 40 is listed in B15.3.

B3.3 The Bidder/Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect his/her Bid/Proposal or his/her performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

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

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

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

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

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

B5. CONFIDENTIALITY

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

(a) was known to the Bidder before receipt hereof;

- (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 D4.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed Work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance; and
- (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 B19.
- 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, to constitute a responsive Bid.
- 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 B19.1(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; and

- (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 (2) 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; and
- (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 (2) 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 D30. Any such costs shall be determined in accordance with D30.

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 B19.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

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

B11.2 The Persons are:

- (a) The Sharp Group – as the original construction Contractor, they provided information on the existing Site conditions, traffic control, and construction staging.
- (b) Acrow Canada Limited – as the bridge supplier, they provided information regarding deck plank replacement feasibility.

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;
- (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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D6); and
- (e) provide the Security Clearances in accordance with PART F - SECURITY CLEARANCE.

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 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 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.
- B13.7 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; and
 - (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 B19.1(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 (2) 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. SHOAL LAKE NO. 40 FIRST NATION INVOLVEMENT

- B15.1 It is encouraged for the Contractor to be in frequent communication regarding the Repairs to Freedom Road Bridges and Associated Roadworks.
- B15.2 The community of Shoal Lake No. 40 First Nation is located near the bridge Sites. Shoal Lake No. 40 First Nation has a number of resources that would be applicable for the works included in the Repairs to Freedom Road Bridges and Associated Roadworks.
- B15.3 The contact person for Shoal Lake No. 40 First Nation is:
- Tania Bruyere
Telephone No. (807) 464-1567
Email: Tania.bruyere@gmail.com

B16. OPENING OF BIDS AND RELEASE OF INFORMATION

- B16.1 Bids will not be opened publicly.
- B16.2 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.
- B16.3 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.
- B16.4 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).
- B16.4.1 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.

B17. IRREVOCABLE BID

- B17.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 The acceptance by the City of any Bid shall not release the Bids of the next two (2) 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.

B18. WITHDRAWAL OF BIDS

- B18.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B19. EVALUATION OF BIDS

- B19.1 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; and

(d) economic analysis of any approved alternative pursuant to B7.

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(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.

B19.4 Further to B19.1(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.

B19.4.1 Bidders are advised that the calculation indicated in B19.4 will prevail over the Total Bid Price entered in MERX.

B19.4.2 Further to B19.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B20. AWARD OF CONTRACT

B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B20.2 The City will have no obligation to award a Contract to a Bidder, even though one (1) or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B20.2.1 Without limiting the generality of B20.2, 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 (1) 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.

B20.3 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 D30 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B20.4 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 B19.

B20.4.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

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 repairs to Freedom Road Bridges and Associated Roadworks.

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

- (a) complete a temporary repair to the timber decking at the Falcon River Diversion Bridge and maintain until replacement is completed;
- (b) remove and replace timber deck wearing surface, damaged cross ties (if required) and damaged backwall planks (if required) at Falcon River Diversion Bridge;
- (c) supply and install miscellaneous metal on timber backwalls;
- (d) complete asphalt paving on approaches; and
- (e) supply and install roadway hazard signs.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Dillon Consulting Limited, represented by:

Michael Penner, C.E.T.
Contract Administrator
Telephone No. (204) 894-0482
Email Address mpenner@dillon.ca

D4.2 At the pre-construction meeting, Michael will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

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

D5.2 At least two (2) Business Days prior to the commencement of any Work on the Site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D5.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service

Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

- D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D6.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D7. FURNISHING OF DOCUMENTS

- D7.1 Upon award of the Contract, the Contractor will be provided with ‘issued for construction’ Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D9.2 The Safe Work Plan 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>
- D9.3 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.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a

cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than two million dollars (\$2,000,000.00) inclusive for loss or damage including personal injuries and death resulting from any one (1) accident or occurrence; and
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the City Solicitor 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.

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

D11. CONTRACT SECURITY

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

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

D11.1.1 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:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) 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;
- (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; and
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1(b).

D11.1.2 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.

- D11.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D11.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.3 The Contractor shall, as soon as practicable after entering into a Contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D12. SUBCONTRACTOR LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at 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.

D13. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D13.1 The Contractor shall provide the Contract Administrator with an Accessibility 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.
- D13.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) how the Contractor will maintain access in accordance with Specification E4.
- D13.3 The Accessibility Plan may also include figures, sketches, or Drawings to demonstrate the proposed plan.
- D13.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on Site during Construction, including, but not limited to:
- (a) signage;
 - (b) flag person locations; and
 - (c) advanced warning signage.
- D13.5 At minimum, the Contractor shall review the Site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The Site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D13.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D13.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- D13.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the Site was maintained in compliance

with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:

- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly Site meeting.
- (b) Second Offence – A field instruction to immediately correct the Site will be issued by the Contract Administrator.

D13.9 Third and subsequent Offences – A pay reduction will be issued in the amount of two thousand five hundred dollars (\$2,500.00) per instance and per day.

SCHEDULE OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the Contract security specified in D11;
 - (vi) the Subcontractor list specified in D12;
 - (vii) the Requirements for Site Accessibility Plan specified in D13; and
 - (viii) the direct deposit application form specified in D26.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D14.3 The Contractor shall commence the Work on the Site no later than the date of Substantial Performance less the number of Working Days Bid as Initial Span for Site Occupancy. For purposes of establishing this date, Working Days will be applied assuming five (5) Working Days per calendar week, and not including Statutory Holidays. If the Contractor has not commenced Work by this date, Working Days will be assessed for each day following this date, at the rate of five (5) Working Days per calendar week, not including Statutory Holidays.

D14.4 The City intends to award this Contract by February 24, 2023.

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. WORK BY OTHERS

D15.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D15.1.1 Further to D15.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D15.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D16. CRITICAL STAGES

- D16.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) complete and maintain a temporary deck repair at the Falcon River Diversion Bridge within fifteen (15) days of Award;
 - (b) asphalt paving on Falcon River Diversion Bridge approaches and Shoal Lake Aqueduct Bridge approaches completed within five (5) Working Days from commencing Work on the approaches and by June 16, 2023; and
 - (c) remove and replace timber deck components (Falcon River Diversion Bridge) completed within five (5) Working Days from commencing Work on the bridge and by June 1, 2023;
 - (d) asphalt paving works must be completed in unfrozen conditions after May 1, 2023.

D17. SUBSTANTIAL PERFORMANCE

- D17.1 The Contractor shall achieve Substantial Performance by June 16, 2023.
- D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D17.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D18. TOTAL PERFORMANCE

- D18.1 The Contractor shall achieve Total Performance by June 23, 2023.
- D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D18.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D19. SITE OCCUPANCY

MEASUREMENT

- D19.1 Time shall be of the essence of the Contract. The Contractor shall provide the necessary material, labour and equipment to ensure that the Works will be completed within the consecutive amount of Working Days Bid for Initial Span for Site Occupancy, and in no case later than the date specified for Substantial Performance for all Work excluding permanent restoration. Failure to complete the Work within the Bid number of Working Days will result in the deduction of Site Occupancy costs, as further defined herein. The total amount of Working Days will be measured in whole numbers.
- D19.2 Working Days will be assessed for every day except for the following:
- (a) Days prior to the Contractor starting Work on a stage of the Contract. The Contractor shall provide a minimum of fourteen (14) Calendar Days' notice to the City for Commencement of the Work. Failure of the Contractor to Commence Work as indicated, in the opinion of

the Contract Administrator, may result in the assessment of Working Days equivalent to the estimated costs incurred to the City;

- (b) Days not worked due to Force Majeure; and/or
- (c) Days between Substantial Performance and the date the City authorizes that permanent pavement works may commence, should the date of Substantial Performance be achieved at a time when permanent pavement works has been suspended as a result of inclement seasonal weather.

D19.3 Further to D19.2, the Contractor will be permitted one (1) suspension of on Site construction to facilitate coordination of Subcontractors, materials deliveries, construction sequencing, or seasonal weather; Working Days will not be charged during this period. During this period, the Site must be made secure, roadways completely operational, and all existing facilities and Work in progress be protected from weather or other potentially harmful effects. Changes to Contract completion dates resulting from suspension of Working Days, will not be considered.

SITE OCCUPANCY PAYMENT

D19.4 Payment for Site Occupancy for the Contract will be made as follows:

- (a) If the number of Working Days equals the Initial Span, no payment or deduction will be made.
- (b) If the number of Working Days is less than the Initial Span, a payment equal to the Contract Unit Price per Working Day multiplied by the difference between the Initial Span and the actual number of Working Days, to a maximum amount of two percent (2%) of the Total Bid Price, will be made to the Contractor.
- (c) If the number of Working Days exceeds the Initial Span, a deduction equal to the Contract Unit Price per Working Day multiplied by the difference between the actual number of Working Days and the Initial Span will be made from the payment to the Contractor.

D20. LIQUIDATED DAMAGES

D20.1 If the Contractor fails to achieve, Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Critical Stages – One thousand eight hundred dollars (\$1,800.00);
- (b) Substantial Performance – One thousand eight hundred dollars (\$1,800.00);
- (c) Total Performance – One thousand eight hundred dollars (\$1,800.00).

D20.2 The amounts specified for liquidated damages in D20.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Critical Stages, Substantial Performance or Total Performance by the days fixed herein for same.

D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D21. COVID-19 SCHEDULE DELAYS

D21.1 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, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D21.2 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.

- D21.3 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. 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.
- D21.4 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 D21.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D21.5 The Work schedule, including the durations identified in D16 to D18 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.
- D21.6 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.
- D21.7 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

D22. JOB MEETINGS

- D22.1 Regular job meetings will be held at the Site. These meetings shall be attended by a minimum of one (1) representative of the Contract Administrator, one (1) representative of the City and one (1) 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.
- D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.
- D22.3 At a minimum there will be four (4) job meetings, two (2) meetings during the timber deck replacement and two (2) meetings during the approach roadworks. Additional meetings will be scheduled if required.

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

- D23.1 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).

D24. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D24.1 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

D25. INVOICES

D25.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed to:

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

Facsimile No.: (204) 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D25.2 Invoices must clearly indicate, as a minimum:

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

D25.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D26. PAYMENT

D26.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D26.2 Further to D19, no payment will be made for Site Occupancy, other than as set out in D19.4.

D27. PAYMENT SCHEDULE

D27.1 Further to C12, payment shall be in accordance with the following milestones:

- (a) fifty percent (50%) Mobilization and completion of temporary repair;
- (b) completion of paving works;
- (c) completion of deck replacement works and hazard marker works; and
- (d) Award of Total Performance.

WARRANTY

D28. WARRANTY

D28.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

DISPUTE RESOLUTION

D29. DISPUTE RESOLUTION

- D29.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.
- D29.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted".
- D29.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D29.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) the Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head; and
 - (iii) Department Head.
- D29.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D29.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D29.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D29.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D29.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D30.1 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.
- D30.2 Further to D30.1, in the event that the obligations in D30 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.
- D30.3 For the purposes of D30:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D30.4 Modified Insurance Requirements
- D30.4.1 If not already required under the insurance requirements identified in D10, 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 Subcontractors and Subconsultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D30.4.2 If not already required under the insurance requirements identified in D10, 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.
- D30.4.3 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.
- D30.4.4 Further to D10.3, 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. All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D30.5 Indemnification By Contractor
- D30.5.1 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.

- D30.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in Contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D30.6 Records Retention and Audits
- D30.6.1 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.
- D30.6.2 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 D30.6.1 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.
- D30.7 Other Obligations
- D30.7.1 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.
- D30.7.2 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.
- D30.7.3 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.
- D30.7.4 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.
- D30.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D30.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a Contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

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

_____ dollars (\$_____.)

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

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

TENDER NO. 996-2022

REPAIRS TO FREEDOM ROAD BRIDGES AND ASSOCIATED ROADWORKS

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

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

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 996-2022

REPAIRS TO FREEDOM ROAD BRIDGES AND ASSOCIATED ROADWORKS

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 twenty (120) days after such claimant did or performed the last of the Work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (iii) after the expiration of one (1) year following the date on which Principal ceased Work on said Contract; including Work performed under the guarantees provided in the Contract;
 - (iv) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

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

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

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
01	Cover Sheet
02	Falcon River Diversion Bridge – Deck Plank Replacement and Approach Paving
03	Shoal Lake Aqueduct Bridge – Approach Paving

GENERAL REQUIREMENTS

E2. MOBILIZATION AND DEMOBILIZATION

- E2.1 Description
- E2.1.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the Site, as specified herein.
- E2.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all works hereinafter specified.
- E2.2 Scope of Work
- (a) The Work under this Specification shall include but not be limited to:
- (i) mobilizing and demobilizing on Site Work facilities;
 - (ii) maintaining and removing any access roadways; and
 - (iii) restoring all Site facilities.
- E2.3 Materials
- E2.3.1 The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials to be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.
- E2.3.2 All materials supplied under this Specification shall be of a type approved by the Contract Administrator and shall be subject to inspection and testing by the Contract Administrator.

- E2.3.3 The Contractor's Site supervisor is required to carry, at all times, a cellular telephone, with voicemail.
- E2.3.4 This section also includes travel and accommodation, set-up and demobilization of Site offices, storage conveniences and other temporary facilities, construction plant, and other items not required to form part of the permanent works and not covered by other prices.
- E2.4 Equipment
- E2.4.1 All equipment shall be of a type acceptable to the Contract Administrator and shall be kept in good working order.
- E2.5 Construction Methods
- E2.5.1 Layout of on Site Work Facilities
- (a) The Contractor shall mobilize all on Site Work and other temporary facilities;
 - (b) Possible locations for the Contractor's staging are at least 15 m away from the aqueduct and as close to the bridge Site as possible. The Contractor shall coordinate with relevant parties to make arrangements for use of these areas;
 - (c) Contractor is permitted to find secure staging and storage facilities within Shoal Lake 40 community if so desired;
 - (d) The staging area shall be a minimum of 3.6 m away from the nearest Greater Winnipeg Water District Railway Track; and,
 - (e) Upon completion of construction activities, the Contractor shall remove all on Site Work and other temporary facilities.
- E2.5.2 Secure Site Fencing
- (a) Site security fence will not be required unless deemed necessary by the Contractor;
 - (b) the Contractor is responsible for Site security including the security of all materials and equipment at the Site.
 - (c) any security measures installed by the Contractor shall be removed upon demobilization of on Site Work facilities.
- E2.5.3 Access Roadway
- (a) the Contractor shall maintain any access roadway they install;
 - (b) the access road shall be maintained on a regular basis to provide continual unrestricted Site access, to the satisfaction of the Contract Administrator; and
 - (c) upon completion of the Work, the area shall be restored to its original condition. The Limits of Work Area will be reviewed at the Pre-Construction Meeting. If the Contractor requests a change in the Limits of the Work Area, they shall do so formally in writing at least ten (10) Business Days prior to mobilization. The Contract Administrator will respond within five (5) Business Days with a response; the Contract Administrator has the right to dismiss this request.
- E2.5.4 Restoration of Existing Facilities
- (a) upon completion of the Work and demobilization, the Contractor shall restore existing facilities.
- E2.6 Temporary Site Access and Site Work Roads
- E2.6.1 The Contractor shall provide Site work roads or platforms required to facilitate the construction bridge deck replacement and associated works and shall have dimensions, geometry, slope, drainage and base material designed and constructed by the Contractor for the size and weights of his equipment.
- E2.6.2 The Contractor shall re-establish vegetation, using a grass seed mix acceptable to the Contract Administrator in all areas of the construction Site and access roads that have been disturbed or damaged during construction in accordance with Specification CW 3520.

- E2.6.3 The Contractor shall ensure that the existing temporary construction accesses are suitable for the Work, and provide modifications if required.
- E2.6.4 Maintenance, modifications to, and removal of the existing temporary Site access roads, or any other temporary access facilities is considered incidental to "Mobilization and Demobilization", and no separate measurement or payment will be made.
- E2.7 Quality Control
- E2.7.1 Inspection
- (a) All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the specified Work.
 - (b) The Contractor shall be wholly responsible for the control of all operations incidental thereto, notwithstanding any inspection or acceptance that may have been previously given.
 - (c) The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of this Specification.
- E2.7.2 Access
- (a) The Contractor shall allow the Contract Administrator free access to all parts of the Work at all times. The Contractor shall supply samples to the Contract Administrator or his inspector for testing purposes as required. There will be no charge to the City for samples taken.
- E2.8 Measurement and Payment
- E2.8.1 Mobilization and demobilization will not be measured and will be paid for at the Contract Lump Sum Price for "Mobilization and Demobilization", which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.
- E2.8.2 Mobilization and demobilization will be paid for at a percentage of the Contract Lump Sum Price, measured as specified herein. These percentages shall be as follows:
- (a) thirty percent (30%) when the Contract Administrator is satisfied that construction has commenced and the temporary deck plank repair has been completed;
 - (b) sixty percent (60%) during construction, percentage distributed equally on a monthly basis, at the discretion of the Contract Administrator; and
 - (c) ten percent (10%) upon completion of the project.

E3. PROTECTION OF EXISTING TREES

- E3.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area.
- E3.1.1 The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within two (2) m of trees.
- E3.1.2 Trees identified to be at risk by the Contract Administrator are to be strapped with twenty-five (25) by one hundred (100) by two thousand four hundred (2,400) millimetres (mm) wood planks, or suitably protected as approved by the Contract Administrator.
- E3.1.3 Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.

- E3.1.4 Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- E3.1.5 Work on Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E3.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- E3.3 No separate measurement or payment will be made for performing all operations herein described and all other items incidental to the Work described.

E4. TRAFFIC CONTROL

- E4.1 Traffic Control shall be maintained for the duration of the project in accordance with the Manitoba Infrastructure and Transportation Specification 200: Traffic Control dated March 2013. The Manitoba Infrastructure and Transportation Specification 200 is included in Appendix 'C' and can found at <http://www.gov.mb.ca/mit/contracts/manual.html>.
- E4.2 Notwithstanding and in addition to the Manitoba Infrastructure and Transportation Specification 200, "Traffic Control": the following shall apply:
- E4.2.1 The Contract Administrator will notify the Contractor of construction vehicles that are not entering and exiting the Site in accordance with the Contract Documents. The Contract Administrator will withhold payment for any material hauled to the Site by such a vehicle.
- E4.2.2 The Contractor shall develop a Traffic Management Plan for approval by the Contract Administrator. The Traffic Management Plan shall describe the type and location of elements including but not limited to signage, barricades, devices, and flagpersons.
- E4.2.3 All temporary signage, barricades and devices must be fluorescent orange retroreflective sheeting with minimum Type VIII retroreflective sheeting (ASTM D4956).
- E4.2.4 Contractor may request reduced traffic control requirements with the Contract Administrator. Some traffic control requirements may be waived if the contractor presents a reasonable plan to ensure the safety of the Site and the public.
- E4.2.5 The Contractor shall allow passenger vehicles to cross the bridges at one hour intervals during construction activities.
- E4.2.6 The Contractor shall complete all in-progress works at the end of the working day. The bridges and roadways shall be fully open to traffic during evening and overnight periods.
- E4.2.7 If the Contractor requests temporary bridge and roadway closure to accommodate night work, they shall do so formally in writing at least ten (10) Business Days in advance. The Contract Administrator will respond within five (5) Business Days with a response; the Contract Administrator has the right to dismiss the request.
- E4.2.8 The Contractor shall allow immediate access to emergency vehicles if said vehicles require access across the bridges.
- E4.3 Description
- E4.3.1 The Work shall consist of:
- (a) supply, installation, relocation, maintenance and removal of all traffic control devices, including gateway assemblies, as specified in this Specification and as shown on the Drawings;

- (b) supply, installation, removal and collection of temporary overlay markers (TOM's), as required;
- (c) supply of pilot vehicles, including operators and flagmen, and supplying fuel, oil, grease and repairs necessary to keep the pilot vehicles operating in a safe and efficient manner, as required;
- (d) supply of flagmen, including regalia, training, all wages (including work breaks and other like employee benefits and payroll costs), as required; and
- (e) supply, installation, maintenance and removal of temporary traffic signals, as required.

E4.4 References and Related Specifications

E4.4.1 All reference standards shall be current issue or latest revision at the first date of Bid Opportunity advertisement:

- (a) CGSB 62-GP-11M, Standard for: Marking Material, Retroreflective Enclosed Lens, Adhesive Backing; and
- (b) Manitoba Infrastructure and Transportation "Work Zone Traffic Control Manual".

E4.5 Measurement and Payment

E4.5.1 The lump sum price for providing the required traffic control will be compensation in full for performing all Work and providing all items necessary or incidental thereto (including bilingual signage where necessary). Forty percent (40%) of the lump sum price for Traffic Control will be paid on the first progress payment; thereafter payments will be made in increments of twenty percent (20%) when fifty percent (50%), seventy-five percent (75%) and one hundred percent (100%) of the Contract Work has been performed.

E4.5.2 Traffic control devices or workforce required by the Contract Administrator, in addition to those prescribed in the specific Level of Traffic Control, will be paid for on the basis of Extra Work.

E5. SURFACE RESTORATIONS

E5.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E6. BRIDGE SITE SECURITY

E6.1 During the project the Contractor shall be responsible for maintaining only authorized Site access while work is in progress.

E6.2 No separate measurement or payment shall be made for this Work.

E7. ENVIRONMENTAL PROTECTION

E7.1 The Contractor shall plan and implement the Work of this Contract in strict accordance with the Environmental Protection Specifications as outlined below.

E7.2 No in-water Work is to occur.

E7.3 No fording of the Falcon River Diversion is permitted. The Contractor shall ensure that fording of the Falcon River does not occur within the Site location identified on Sheet 1 of the Drawings.

E7.4 Temporary Access Road Works

E7.4.1 Construction and maintenance of any temporary access roads within the Contract limits will extend throughout the Contract period and will follow approved environmental protection practices for access road works as indicated on the Drawings and in these Specifications.

E7.5 Fuel Storage

E7.5.1 Diked fuel storage and refuelling must be located a minimum of one hundred (100) m from the waterway.

E7.6 Site Restoration

E7.6.1 Soil placement area adjacent to the bridge Contract limits is to be protected in accordance with erosion and sedimentation control Specifications for channel works, including interim and long-term environmental protection measures. Erosion and sedimentation control measures to be implemented by the Contractor at the end of Contract are to be determined by the Contract Administrator. Coordination with adjacent Contractors will be required.

E7.7 All water intakes must be screened according to Fisheries and Oceans Canada's (DFO's) Freshwater Intake End-of-Pipe Fish Screen Guidelines.

E7.8 Roadworks – Grade Construction

E7.8.1 Construction of roadworks outside the Falcon River channel will extend throughout the Contract period and will follow approved environmental protection practices for roadworks as indicated on Drawings and in these Specifications.

E7.8.2 Borrow excavation area shall to be protected in accordance with erosion and sedimentation control Specifications for channel works including interim and long-term environmental protection measures. Erosion and sedimentation control measures to be implemented by the bridge Contractor at the end of Contract are to be determined by Contract Administrator. Coordination with adjacent Contractors will be required.

E7.9 No separate measurement or payment will be made for performing all operations herein described and all other items incidental to the Work described.

E8. WORK BY OTHERS

E8.1 The Contractor is advised that for the purpose of this Contract he/she shall become the Prime Contractor upon entering the Site for the first time.

E9. TEMPORARY TIMBER DECK REPAIR

E9.1 Description

E9.1.1 This Specification shall cover the temporary deck repair at the Falcon River Diversion Bridge.

E9.2 The Contractor will be required to supply and install all timber and associated hardware in accordance with this Specification and the Drawings.

E9.3 Construction Methods

E9.3.1 The Contractor shall complete and maintain a temporary repair of the timber deck at the Falcon River Diversion Bridge.

E9.3.2 The area of the temporary repair shall be a minimum of 2.5 m long by 1.5 m wide or as indicated by the Contract Administrator on Site.

E9.3.3 The temporary repair shall be completed with fifteen (15) days of Contract Award.

E9.3.4 The temporary repair shall be maintained by the Contractor until the replacement of the Falcon River Diversion timber bridge deck is complete.

E9.4 Measurement

E9.4.1 Supply and installation of all material and all associated hardware (fasteners) required for the temporary timber deck repair and ongoing maintenance will be considered incidental to this Work and no measurement will be made of this Work.

E9.5 Payment

E9.5.1 No additional payment will be made for the supply, installation, and maintenance of the temporary timber deck repair as described in this Specification as this is considered incidental to "Supply and Install of Timber Deck Planks".

E10. SUPPLY AND INSTALL TIMBER DECK PLANKS

E10.1 Description

E10.1.1 This Specification shall cover the removal and installation of timber deck planks.

E10.1.2 This shall apply to the Falcon River Bridge.

E10.2 The Contractor will be required to supply and install all timber and associated hardware in accordance with this Specification and the Drawings.

E10.3 Materials

E10.3.1 The timber shall be Coastal Douglas Fir #2, or better; structural full sawn and treated. All timber shall be inspected by a certified inspection company after treatment. The Contractor shall submit a copy of the inspection report to the Contract Administrator prior to shipment to the Site. The cost of inspection and provision of the inspection report shall be considered as incidental to the Contract lump sum price for "Supply and Installation of Timber Deck".

E10.3.2 All timber shall be graded in accordance with N.L.G.A. standard grading rules for Canadian lumber.

E10.3.3 All treatment shall be in accordance with the latest edition of the A.W.A.P. Manual of Recommended Practices. All timber shall be pressure treated with ACZA.40 (ammoniacal copper zinc arsenate) after millwork is completed. The minimum net retention of preservative in the lumber shall be 6.4 kilogram per cubic metre (kg/m³).

E10.3.4 Unused new timber planks shall become the property of the City of Winnipeg and shall be delivered to a location determined by the Contract Administrator.

E10.3.5 Existing timber planks removed from the Falcon River Bridge that the Contract Administrator determines can be salvaged shall be delivered to a nearby location determined by the Contract Administrator. Generally, removed timber planks must be intact and have a minimum thickness of fifty (50) mm to be considered salvageable.

E10.4 Construction Methods

E10.4.1 The bill of material for timber and associated hardware (fasteners) are shown below. Included in the Work associated with this Specification shall be the supply and installation of all Fasteners.

MARK	QTY	DESCRIPTION	SIZE	LENGTH (m)
T5	235	RUNNING PLANKS	75 X 200 X 3660	860.1
T3	10	CROSS TIE	64 X 184 X 5330	53.3
B2	4	BACKWALL CAP	64 X 184 X 8800	35.2
Y3	3800	ARDOX NAILS, GALV.	7 DIA. X 125 LONG	-
PL2	64	LAG SCREWS FOR EXPANSION PLATE	100 DIA. X 125 LONG	-

E10.4.2 The Contractor shall exercise care when removing the existing timber running planks so as to not damage the existing timber cross ties.

E10.4.3 Cross ties included in the above bill of materials account for the replacement of any existing damaged cross ties or those damaged during removal of running planks. The Contractor will be responsible for the Supply and Installation of any additional cross ties required for completion of the work at no additional cost.

E10.4.4 The timber decking shall be planed on two (2) edges and one (1) side and laid heart side down.

E10.4.5 All Fasteners shall be galvanized Ardox nails, seven (7) mm diameter by one hundred twenty-five (125) mm length.

E10.5 Measurement

E10.5.1 Supply and installation of timber and all associated hardware (fasteners) required for the bridge deck planks will be paid for on a lump sum basis and no measurement will be made of this Work.

E10.6 Payment

E10.6.1 Supply and installation of timber will be paid for at the Contract lump sum price for "Supply and Installation of Timber Deck" which price shall be payment in full for performing all operations herein described and all other items incidental to the Work.

E11. REMOVE AND INSTALL OF THRIE BEAM GUARDRAIL

E11.1 Description

E11.1.1 This Specification shall cover the removal and installation of the thrie beam guardrail.

E11.1.2 This shall apply to the Shoal Lake Aqueduct Bridge.

E11.2 Construction Methods

E11.2.1 Guardrail components consist of thrie beam and w-beam and associated posts and connecting hardware.

E11.2.2 All guardrail connected to the ACROW bridge span shall remain in place.

E11.2.3 The approach guardrail panels and associated components and fasteners shall be disconnected on each side of the bridge, complete with terminal sections at the four ends, shall be removed and temporarily stored. Guardrail posts shall remain in place unless approved by the Contract Administrator.

E11.2.4 Upon completion of paving works, the guardrail panels and associated components and fasteners shall be reinstalled to the existing condition.

E11.3 Measurement

E11.3.1 Removal and reinstallation of three beam guardrail including blocking and all components and accessories will be considered incidental to this Work and no measurement will be made of this Work.

E11.4 Payment

E11.4.1 Removal and reinstallation of three beam guardrail will be incidental to the approach roadway paving Work.

E12. REMOVE AND INSTALL PRECAST CONCRETE BARRIERS

E12.1 Description

E12.1.1 This Specification shall cover the removal and re-installation of existing precast concrete barriers.

E12.1.2 This shall apply to both the Falcon River Bridge and the Shoal Lake Aqueduct Bridge.

E12.2 The Remove and Install of Precast Concrete Barriers shall be removed and installed in accordance with the Manitoba Infrastructure and Transportation Specification 1080 (I).

E12.2.1 The precast concrete barriers shall be removed and installed as shown on the Drawings.

E12.2.2 Precast concrete barriers damaged during handling or otherwise by the Contractor shall be replaced with similarly constructed barriers.

E12.3 Measurement and Payment

E12.3.1 Removal and Installation of Pre-Cast Concrete Traffic Barriers will be considered incidental to the paving Works and no additional payment will be made.

E12.3.2 No additional payment will be made for the supply and installation of reflector strips as described in this Specification as this is considered incidental to "Remove and Install Pre-Cast Concrete Traffic Barriers".

E13. SUPPLY, FABRICATION AND ERECTION OF MISCELLANEOUS METAL

E13.1 Description

E13.1.1 This Specification shall cover the installation of galvanized retaining angles to the timber abutment backwalls.

E13.1.2 This shall apply to both the Falcon River Bridge and the Shoal Lake Aqueduct Bridge.

E13.2 Supply and install galvanized retaining angles attached to the timber abutments, including all anchor bolts, screws, bolts, and washers.

E13.3 Before erection of miscellaneous metal, the Contractor shall satisfy himself that the installation locations are in accordance with the Drawings and Specifications. All discrepancies discovered by the Contractor shall be brought immediately to the attention of the Contract Administrator.

E13.4 Materials

E13.4.1 Backwall Angles

(a) Steel grade shall be 300W in accordance with CSA G40.20/G40.21;

(b) Holes shall be drilled prior to galvanizing;

(c) Steel angles shall be galvanized in accordance with ASTM A123 with net retention of six hundred ten (610) g/m².

E14. SUPPLY AND INSTALLATION OF HAZARD MARKER AND POSTS

E14.1 Description

E14.1.1 This Specification shall cover the removal of existing permanently attached hazard marker posts and the installation of removable hazard marker posts.

E14.1.2 This shall apply to both the Falcon River Bridge and the Shoal Lake Aqueduct Bridge.

E14.2 Materials

E14.2.1 Sign Supports

(a) Timber Posts:

(i) Sawn Timber Posts:

Spruce or Jack Pine

Pressure treated

Number 2 Grade

Dimension: one hundred (100) by one hundred (100) mm.

Length to suit

(b) Fasteners: bolts, nuts, washers and other hardware for roadside signs to be cast aluminum alloy, or galvanized steel.

E14.2.2 Signboards

(a) Aluminum base sheet to CSA HA.4-6061-T6, pre-cut to required dimensions.

Thickness to be a minimum of 1.6 mm for signboards up to seven hundred fifty (750) mm wide. Thickness to be 2.1 mm for signboards between seven hundred fifty (750) to one thousand two hundred (1,200) mm wide. Aluminum to 5052-H38 grade.

(b) All traffic signs to conform strictly with the MTI Manual. Reflective sheeting shall be:

(i) ASTM X1 3M diamond grade cubed sheeting for all regulatory (R-Series) signs.

(ii) ASTM X1 3M diamond grade cubed fluorescent sheeting for all warning (W-Series) signs.

(iii) All other signs to have ASTM Type IV (High Intensity Prismatic) sheeting.

(c) Reflective background sheeting, lettering and silk screened paints shall be applied in accordance with manufacturer's instructions.

(d) Degrease, etch and bonderize aluminum sheet with chemical conversion coating. Apply adhesive coated material by squeeze roll application method.

(e) Signs shall be pre-punched with appropriate holes for installation prior to clear coat application.

(f) Protect finished signboard faces with one (1) coat of clear coat.

E14.3 The roadway sign to be supplied and installed is one (1) WA-36L.

E14.4 Construction Methods

E14.4.1 The existing posts are currently in two sections, upper and lower, with the upper section fastened to the hazard markers, and the lower fastened to the timber backwall planks. The two sections are fastened together with plywood and screw fasteners.

E14.4.2 The existing hazard marker signboards shall be removed from the existing timber plank posts. The upper section of the existing posts shall be disposed of, and the lower section of the existing posts shall remain fastened to the timber backwall planks.

E14.4.3 Two steel post tie brackets shall be fastened to the existing lower section of each existing posts, with a minimum five hundred (500) mm between steel post ties. Steel post ties shall be installed as to allow the new timber posts to slide into and out of the brackets and be reasonably secure while in place.

E14.4.4 The existing hazard marker signboards shall be installed on the new hazard marker posts, with the top edge of the sign aligning with the top of the new post.

E14.4.5 Install new hazard marker signboard on the new post at the northwest corner of the Falcon River Bridge.

E14.4.6 The bill of material for timber and associated hardware (fasteners) are shown below. Included in the work associated with this Specification shall be the supply and installation of all Fasteners.

MARK	QTY	DESCRIPTION	SIZE (mm)	LENGTH (m)
P1	8	HAZARD MARKER POSTS	100 X 100 X 2400	19.2
P2	16	STEEL POST TIE, GALV.	MIN. WIDTH: 38	-
P3	32	LAG SCREW, GALV.	10 DIA. X 100 LONG	-

E14.5 Measurement

E14.5.1 Removal and disposal of existing posts including fastener components will be considered incidental to this work and no measurement will be made of this Work.

E14.6 Payment

E14.6.1 Supply and installation of timber posts and signboards will be paid for at the Contract lump sum price for "Supply and Installation of Hazard Marker and Posts" which price shall be payment in full for performing all operations herein described and all other items incidental to the Work.

E15. ASPHALT PAVING

E15.1 Description

E15.1.1 This Specification shall cover the approach paving works.

E15.1.2 This shall apply to both the Falcon River Bridge and the Shoal Lake Aqueduct Bridge.

E15.2 References

E15.2.1 Referenced Standard Construction Specifications

(a) CW 3410-R12 – Asphaltic Concrete Pavement Works

(b) CW 3110-R21 – Sub-Grade, Sub-Base and Base Course Construction

E15.3 Materials

E15.3.1 Asphalt Materials

(a) Asphalt material supplied shall be as per CW 3410 (Type 1A Asphalt Material).

(b) Asphalt material meeting the Specifications of Manitoba Transportation and Infrastructure or Ministry of Transportation Ontario may be utilized, contingent on prior review and acceptance by the Contract Administrator.

E15.3.2 Equipment

(a) Equipment as per CW 3410-R12 Clause 8.

E15.4 Construction Methods

E15.4.1 Approach Paving

(a) Construction methods as per CW 3410-R12 Clause 9 and to the satisfaction of the Contract Administrator.

(b) Location of paving works is shown on the Drawings.

(c) Remove one hundred (100) mm of existing traffic gravel and re-grade removed material in to existing roadway to the satisfaction of the Contract Administrator.

- (d) Base Preparation as per CW 3110-R21 Clause 3.3 and to the satisfaction of the Contract Administrator.
- (e) Prior to placement of asphalt material, complete an assessment of the existing timber backwall top planks. Condition of backwall top planks will be confirmed by the Contract Administrator and approval to proceed received prior to commencing installation of galvanized steel angle.
- (f) Install galvanized steel angle as indicated on the Drawings.
- (g) Place and compact asphaltic concrete in two (2) fifty (50) mm lifts in accordance with CW 3410-R12 Clause 9 and to the satisfaction of the Contract Administrator so that the finished elevation of the approach is flush with the steel angle on the backwall.
- (h) Asphaltic concrete shall be hand-placed and compacted around existing timber approach guardrail posts. Posts damaged during placement or compaction of asphaltic concrete shall be replaced prior to re-install of guardrail components.
- (i) Quantity of asphaltic concrete is shown in the table below.

Bridge Site	Location	Area (sq.m)
Falcon River Diversion Bridge	West Approach	137
	East Approach	137
Shoal Lake Aqueduct Bridge	North Approach	193
	South Approach	435

E15.5 Measurement

- E15.5.1 Supply and placement of asphalt paving will be paid for on a lump sum basis and no measurement will be made of this Work.

E15.6 Payment

- E15.6.1 Supply and installation of asphalt will be paid for the Contract lump sum price for "Supply and Placement of Asphalt" which price shall be payment in full for performing all operations herein described and all other items incidental to 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 Global Sanctions & PEP Check **and** a Police Information Check as detailed below.

F1.1.1 The Global Sanctions & PEP Check must be obtained through Sterling BackCheck.

- (a) A Sterling BackCheck account must be setup seventy-two (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 forty-eight (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 Global Sanctions & PEP 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 Global Sanctions & PEP Check and the Police Information Check are required, select the Sterling Backcheck Package One (with electronic identity verification). Once selected, both the Global Sanctions & PEP 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 Global Sanctions & PEP Check and/or Police Information Check.
 - (vii) The results of the Global Sanctions & PEP Check and/or Police Information Check will go directly to the City of Winnipeg and to the authorized individual of the contracting company within twenty-four (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 Global Sanctions & PEP Check and/or a Police Information Check is not provided will not be permitted to perform any Work.
- F1.3 Individuals for whom a Global Sanctions & PEP 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 Global Sanctions & PEP 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 Global Sanctions & PEP 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 (6) 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 Global Sanctions & PEP 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 Global Sanctions & PEP 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.
- F1.1 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 Global Sanctions & PEP Check and/or a Police Information Check. Any individual F1.1 who fails to provide a Global Sanctions & PEP 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.