



THE CITY OF WINNIPEG

TENDER

TENDER NO. 106-2025

**SUPPLY AND DELIVERY OF PRE-CAST CONCRETE CURBS AND DELINEATOR
POSTS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Supply and Delivery of Pre-cast Concrete Curbs and Delineator Posts

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 03, 2025.

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B6. SUBSTITUTES

- B6.1 The Work is based on the materials, equipment, methods and products specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product 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 Contract;
 - (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 Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.

B6.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid/Proposal;
- (b) Form B: Prices;

B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.

B7.3.1 Bids will **only** be accepted electronically through MERX.

B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

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

B9.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

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

B9.4 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.5 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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

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

that could or would be seen to:

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

B11.3 In connection with their Bid, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder

- does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.4 and D4).
- B12.4 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B12.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B13. OPENING OF BIDS AND RELEASE OF INFORMATION**
- B13.1 Bids will not be opened publicly.
- B13.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B13.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14. IRREVOCABLE BID

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

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw their Bid without penalty at any time prior to the Submission Deadline.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6;
- B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B16.4.1 Further to B16.1(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.
- B16.4.2 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.
- B16.5 This Contract will be awarded as a whole.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;

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

- B17.3** Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.4** Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.4.1** The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B17.5** Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply of Goods* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing 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 Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and delivery of precast concrete curbs, precast concrete end treatments, precast concrete traffic calming curbs, and associated materials from May 1 2025 until November 15, 2025, with the option of four (4) mutually agreed upon one (1) year extensions.

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

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

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.

D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. COOPERATIVE PURCHASE

D3.1 The Contractor is advised that this is a cooperative purchase.

D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under their contract; and
 - (d) any additional delivery charge identified and accepted in accordance with D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Tender:

- (a) "**Supply Chain Disruption** " means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:
Jason Doerksen, C.E.T.
Streets Project Manager
Telephone No.: 204-986-3614
Email Address: jdoerksen@winnipeg.ca

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. UNFAIR LABOUR PRACTICES

- D7.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D7.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D7.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D7.4 Failure to provide the evidence required under D5.3, may be determined to be an event of default in accordance with C16.
- D7.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D7.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D7.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D5.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D7.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

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. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D9.2 Deductibles shall be borne by the Contractor.

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

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. SUBCONTRACTOR LIST

D10.1 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 C4.1 for the return of the executed Contract Documents, if applicable.

D11. DETAILED WORK SCHEDULE

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

D11.2 All dates and time periods in the detailed work schedule shall be consistent except that

- (a) the Contractor may adjust fixed dates proposed on Form L: Detailed Work Schedule, by not more than the difference between the aforementioned assumed and actual dates;

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) evidence of the insurance specified in D7;
 - (iv) the Subcontractor list specified in D8;
 - (v) the detailed work schedule specified in D9; and

- (vi) the direct deposit application form specified in D18
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. CRITICAL STAGES

D13.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Critical Stage 1 – Supply and delivery of the following materials shall be totally performed by June 13, 2025:
 - (i) Forty (40) Precast Adjustable Bike Lane Curbs
 - (ii) Five (5) Precast Adjustable Bike Lane Curb End Units
 - (iii) Ten (10) Flexible Surface Mounted Delineator Posts
- (b) Critical Stage 2 – Supply and delivery of the following additional materials shall be totally performed by June 27, 2025:
 - (i) One Hundred Fifty (150) Precast Adjustable Bike Lane Curbs
 - (ii) Forty (40) Precast Adjustable Bike Lane Curb End Units
 - (iii) One Hundred Sixty-Five (165) Flexible Surface Mounted Delineator Posts
 - (iv) Ten (10) Precast Traffic Calming Curbs
- (c) Critical Stage 3 – Supply and delivery of the following additional materials shall be totally performed by July 11, 2025:
 - (i) Fifty (50) Precast Traffic Calming Curbs
 - (ii) One Hundred (100) Flexible Surface Mounted Delineator Posts
- (d) Critical Stage 4 – Supply and delivery of all remaining materials shall be totally performed by July 25, 2025.

D13.2 When the Contractor considers the Work associated with Critical Stage 1, 2, 3 and 4 to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D13.3 The date on which the Critical Stage 1, 2, 3 and 4 Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of Critical Stage 1, 2, 3 and 4 has been achieved.

D14. DELIVERY

D14.1 Goods shall be delivered by Critical Stage Deadlines, f.o.b. destination, freight prepaid to the following locations:

- (a) **Materials specified in Critical Stages 1, 2 and 4** shall be delivered to:

960 Thomas Avenue
Winnipeg, MB R2L 2E1
Contact: Mike Terleski mterleski@winnipeg.ca

- (b) **Materials specified in Critical Stage 3** shall be delivered to:

1277 Pacific Avenue
Winnipeg, MB R3E 1G7
Contact: Lori Boyko lboyko@winnipeg.ca

D14.3 The Contractor shall confirm each delivery with the Contract Administrator and the specified delivery contacts or their designate, at least two (2) Business Days before delivery.

- D14.5 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D14.7 The Contractor shall off-load goods as directed by City of Winnipeg staff at the delivery location.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Critical Stages in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stage 1 - Two Thousand Nine Hundred dollars (\$2,900);
 - (b) Critical Stage 2 - Two Thousand Five Hundred dollars (\$2,500);
 - (c) Critical Stage 3 - One Thousand Five Hundred dollars (\$1,500);
 - (d) Critical Stage 4 - One Thousand Five Hundred dollars (\$1,500).
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D16.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D16.2 If the Contractor is delayed in the performance of the Work by reason of Supply Chain Disruption, 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.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to ordering of material or goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D16.4 For any delay related to Supply Chain Disruption 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Work schedule, including the durations identified in D11 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D16.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D17. ORDERS

- D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D18. RECORDS

- D18.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

- D18.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) delivery date(s); and
 - (d) description and quantity of goods supplied.
- D18.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D19. INVOICES

- D19.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D19.2 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 goods delivered;
 - (e) the amount payable with GST, MRST, and any applicable environmental handling charges/fees identified and shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20. PAYMENT

- D20.1 Further to C10, 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://legacy.winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D21. PAYMENT SCHEDULE

- D21.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D22. WARRANTY

- D22.1 Warranty is as stated in C11.

DISPUTE RESOLUTION

D23. DISPUTE RESOLUTION

- D23.1 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 D21.
- D23.2 The entire text of C19.4 is deleted, and amended to read: "Intentionally Deleted"
- D23.3 The entire text of C19.5 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 their written Appeal Form, in the manner and format set out on the City's Purchasing Division 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 their Appeal Form.
- D23.4 Further to C19, 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;
 - (iii) Department Head.
- D23.4.1 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.
- D23.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D23.4.3 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.
- D23.4.4 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 D21.4.3, 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 C19.

THIRD PARTY AGREEMENTS

D24. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D24.1 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.
- D24.2 Further to D22.1, in the event that the obligations in D22 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.
- D24.3 For the purposes of D22:
- (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.
- D24.4 Modified Insurance Requirements
- D24.4.1 Where applicable, 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 their Ministers, officers, employees, and agents shall be added as additional insureds.
- D24.4.2 If applicable 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.
- D24.4.3 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.
- D24.4.4 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.
- D24.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D24.5 Indemnification By Contractor
- D24.5.1 In addition to the indemnity obligations outlined in C15 of the General Conditions for Goods, 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.

- D24.5.2 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.

D24.6 Records Retention and Audits

D24.6.1 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.

D24.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Goods, 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 D22.6.1 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.

D24.7 Other Obligations

D24.7.1 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.

D24.7.2 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.

D24.7.3 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.

D24.7.4 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.

D24.7.5 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.

- D24.7.6 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.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D25. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES OR TARIFFS

- D25.1 Further to C10.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- D25.2 Further to C10.5, if a change referred to in C10.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
T-3519	Pre-cast Concrete Traffic Calming Curbs
T-3478	Pre-cast Adjustable Bike Lane Curbs

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

E2. GOODS

E2.1 The Contractor shall supply the following items in accordance with the requirements hereinafter specified:

- (a) precast traffic calming curbs;
- (b) precast adjustable bike lane curbs;
- (c) precast adjustable bike lane curb end units, and;
- (d) flexible surface mounted delineator posts.

E3. SHOP DRAWINGS

E3.1 The Contractor shall submit specified shop drawings to the Contract Administrator in accordance with CW 1110.

E4. PRE-CAST CONCRETE CURBS

E4.1 General

E4.1.1 Concrete curbs must be fabricated at a facility certified by the Canadian Precast/Prestressed Concrete Institute (CPCI) and according to the latest version of CSA A23.4, Precast Concrete – Materials and Construction.

E4.2 References

E4.2.1 All reference standards and related specifications shall be current issue or the latest version at the date of tender advertisement. References shall consist of:

- (a) CSA A23.1, Concrete Materials and Methods of Concrete Construction
- (b) CSA A23.2, Methods of Test and Standard Practices for Concrete
- (c) CSA G30.18, Billet-Steel Bars for Concrete Reinforcement
- (d) CAN/CSA G164, Hot Dip Galvanizing of Irregularly Shaped Articles
- (e) ASTM C 260, Standard Specification for Air Entraining Admixtures for Concrete
- (f) ASTM C 494, Standard Specification for Chemical Admixtures for Concrete
- (g) ASTM C 1017, Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete

E4.3 Materials

E4.3.1 Concrete

- (a) Concrete shall meet the requirements of CSA A23.1, Exposure Class C-1, Air Content Category 1 for hardened concrete and shall have a minimum compressive strength of 40 MPA at 28 days.
- (b) The maximum nominal size of coarse aggregate shall be 20mm and meet the grading requirements of CSA A23.1, Table 11, and Group 1. Coarse aggregate shall be uniformly graded and not more than 1% shall pass a 75 mm sieve. Coarse aggregate shall consist of crushed stone or gravel or a combination thereof, having hard, strong, durable particles free from elongation, dust, shale, earth, vegetable matter or other injurious substances.
 - (i) Test of the coarse aggregate shall not exceed the limits for standard requirements prescribed in CSA A.23.1, Table 12, for concrete exposed to freezing and thawing.
- (c) Fine aggregate shall meet the grading requirements of CSA A23.1, Table 10, FA1. Fine aggregate shall be uniformly graded and not more than 3% shall pass a 75 mm sieve. Fine aggregate shall consist of sand, stone, screenings, other inert materials with similar characteristics or a combination thereof, having clean, hard, strong, uncoated grains free from injurious amounts of dust, lumps, shale, alkali, organic matter, loam or other deleterious substances.
 - (i) Tests of fine aggregates shall not exceed the limits for standard requirements prescribed in CSA A23.1, Table 12.
- (d) Air entraining admixtures shall conform to the requirements of ASTM C 260.
- (e) Chemical admixtures shall conform to the requirements of ASTM C 494 or C 1017 for flowing concrete.
- (f) Cementitious materials shall conform to the requirements of CSA A3001.
- (g) Should the Contractor choose to include silica fume in the concrete mix design, the substitution of silica fume shall not exceed 8% by mass of cement.
- (h) Should the Contractor choose to include fly ash in the concrete mix design, the fly ash shall be Class CI and the substitution shall not exceed 25% by mass of cement.
- (i) Yellow pigment shall be added to concrete when specified on the drawings, using Interstar JN-2400R Champagne or approved equal in accordance with B6. The dosing shall be 2 bags of colour per cubic meter of concrete. Colour shall be added to the concrete mix in accordance with Manufacturer's recommendations.

E4.3.2 Reinforcing Steel

- (a) The Contractor shall supply the reinforcing steel. The reinforcing steel shall conform to the requirements of CSA G30.18 Grade 400W.

E4.3.3 Welded Wire Mesh

- (a) The Contractor shall supply and install the welded wire reinforcement. The mesh shall conform to the requirements of ASTM A1064.

E4.3.4 Pavement Anchor Dowels

- (a) Supply two (2) or three (3) 15M deformed galvanized pavement anchor dowels per unit as indicated on the Drawings. Anchor bars shall conform to the requirements of CSA G30.18 and be galvanized in accordance with ASTM A767.
- (b) Pavement anchor dowels shall be 450mm in length.

E4.3.5 Lifting Anchors

- (a) The Contractor shall supply and embed galvanized Starcon Anchors with 2 ton capacity, product number 1030850, or approved equal in accordance with B6.

E4.3.6 Waterproofing Sealant

- (a) The Contractor shall supply and apply Techniseal Proseries Waterproofing Sealant (W7), or approved equal in accordance with B6, to all surfaces of the curbs.
- (b) Application shall be according to manufacturer's specifications.

- E4.3.7 Steel Sign Post Collars
- (a) Steel sign post collars shall be supplied by Public Works.
 - (b) Steel sign post collars shall be embedded in the Precast Adjustable Bike Lane End Units to the depth indicated on the Drawings.
- E4.3.8 Timber Blocking
- (a) The Contractor shall supply 89mm x 89mm timber blocking for stockpiling curbs as indicated on the Drawings.
- E4.4 Replacement of Damaged Materials
- E4.4.1 All material supplied by the Contractor that in the opinion of the Contract Administrator has been damaged or otherwise rendered unusable by improper storage or handling by the Contractor shall be replaced by the Contractor at his own expense.
- E4.5 Submittals
- E4.5.1 The Contractor shall submit to the Contract Administrator for review and approval, at least fourteen (14) Calendar Days prior to the commencement of any scheduled Work.
- (a) Mix Design Statement
 - (i) Provide a "Mix Design Statement" for concrete to be used certifying constituent materials and mixing proportions, including colour admixtures where specified on the drawings. Supply reasonable evidence to the Contract Administrator that the mix proportions selected will produce concrete meeting specified strength, workability and yield.
 - (ii) Any change in the constituent materials of any approved mix design shall require submission of a new concrete mix design statement, and mix design test data. If, during the progress of the Work, the concrete supplied is found to be unsatisfactory for any reason, including poor workability, the Contract Administrator may require the Contractor to make any necessary adjustments and associated resubmissions.
 - (b) Reinforcing Shop Drawings for the Precast Traffic Calming Curbs, the Precast Adjustable Bike Lane Curbs and the Precast Adjustable Bike Lane Curb End Units.
- E4.6 Construction Methods
- E4.6.1 General
- (a) The Contractor shall ensure that the concrete is properly batched, mixed, placed and cured.
 - (b) The precast concrete curbs shall be constructed as shown on the Drawings.
- E4.6.2 Tolerances
- (a) Cross sectional dimensions throughout the entire length of the curb shall not vary from those shown on the Drawings by more than 5 mm.
 - (b) The locations of the reinforcing steel shall not vary from those shown on the Drawings by more than 5 mm.
 - (c) For the horizontal alignment, the maximum deviation from a straight line parallel to the centreline of a unit shall be 5 mm.
 - (d) The bottom surface of curbs at the bearing areas shall be in a true level plane, which does not vary by more than 5 mm from a true straight edge placed in any direction across the bearing area.
- E4.6.3 Forms
- (a) Steel forms shall be used. The faces of the forms shall be smooth so as to impart a good finish to the concrete. Particular care shall be taken to ensure the verticality and rigidity of the form ends that produce surfaces that will be in contact with each other after installation. Forms shall produce precast concrete curb units that conform to the

shape, lines and dimensions as shown on the Drawings and within the tolerances described in E4.6.2.

- (b) Forms shall be designed for the rate and method of concrete placement.
- (c) The faces of the forms shall be treated with a release agent to ensure that stripping may be carried out without damage to the concrete. Care shall be taken to prevent the release agent from coming in contact with any reinforcing steel or embedded materials.
- (d) Forms shall include temporary openings to facilitate the removal of all foreign substances prior to placing the concrete.

E4.6.4 Installation of Embedded Materials

- (a) Embedded materials shall be placed in the positions as indicated on the Drawings and fixed securely to the forms to ensure that there is no displacement during placing or vibrating of the concrete.

E4.6.5 Reinforcing Steel

- (a) Reinforcing steel shall be placed accurately in the positions shown on the Drawings, and shall be retained in such positions by means of bar accessories and wires so that the bars shall not be moved out of alignment during or after the depositing of concrete. Bar accessories shall be galvanized or shall be made from non-rusting material.
- (b) Reinforcing steel shall be kept free of all foreign materials in order to ensure a positive bond between the concrete and steel. The Contractor shall remove any material that has been deposited on the reinforcing steel before concrete is placed.
- (c) Intersecting bars shall be tied positively at each intersection.

E4.6.6 Depositing Concrete

- (a) The temperature of the mixed concrete shall not be less than 15°C and not more than 25°C at the time of placing in the forms. Aggregates may be heated to a temperature of not more than 65°C. The heating apparatus and housing for the aggregates shall be sufficient to heat the aggregates uniformly without the possibility of the occurrence of hot spots that may burn the materials. The water may be heated to a temperature of not more than 65°C.
- (b) Concrete shall be deposited carefully and vibrated so that it fills the forms completely and makes complete contact with all reinforcing bars and embedded materials.
- (c) The Contractor shall provide sufficient personnel to deposit and vibrate the concrete and shall ensure that each batch of concrete is vibrated properly into place as it is deposited.
- (d) Buckets, chutes and other equipment used to deposit concrete in the forms shall be positioned as close to the top of the forms as possible to minimize the free fall of the concrete.
- (e) Depositing of concrete shall be a single continuous complete operation so that each barrier shall be monolithic without joints.
- (f) Before any concrete may be deposited, the interior of the forms shall be cleaned of all chips, earth, shavings, sawdust, rubbish or other foreign substances.

E4.6.7 Vibrating Concrete

- (a) Vibrators shall be of sturdy construction, adequately powered and capable of transmitting to the concrete not less than 3,600 impulses per minutes when operating under load. The vibration shall be sufficiently intense to cause the concrete to flow or settle readily into place and to visibly affect the concrete over a radius of at least 450 mm from the vibrator when used in concrete having a 25 mm slump.
- (b) A sufficient number of vibrators shall be employed so that at the required rate of placement, vibration and complete compaction are obtained throughout the entire curb. At least one extra vibrator shall be on hand for emergency use.

- (c) Internal vibrators shall be constantly moving vertically in the concrete and shall be applied at points uniformly spaced that are not farther apart than the radius over which the vibrator is visibly effective. Internal vibrators shall be applied close enough to the forms to vibrate the surface concrete effectively but care shall be taken to avoid displacing or damaging the forms.
- (d) The vibration shall be of sufficient duration and intensity to thoroughly consolidate the concrete but shall not be continued so as to cause segregation or draw a pool of grout from the surrounding area.

E4.6.8 Concrete Finish

- (a) Immediately after the removal of the forms, all defects in the concrete shall be repaired as directed by the Contract Administrator, provided the defects are not extensive enough to cause rejection of the curb. Should the top surface exhibit excessive laitance or any other deleterious effects, the Contractor shall repair the concrete to the satisfaction of the Contract Administrator.
- (b) Honeycomb, if any, shall be repaired as soon as the forms are taken off. When approved by the Contract Administrator, repairs shall be accomplished by: removing all aggregate that is loose or that is not bonded thoroughly to the surrounding concrete; washing the sound concrete with clean water; using a wire brush to remove any loose particles; applying an approved epoxy resin to the dried areas; and applying a cementitious mortar. The cementitious mortar shall have the same quality and mix as that used for the concrete. Patched areas shall be rubbed flush with the surrounding surface after the cementitious mortar has hardened.
- (c) All objectionable fins, projections, offsets, streaks, and other surface imperfections shall be removed totally to the Contract Administrator's satisfaction by approved means.
- (d) The concrete surface shall be wetted down thoroughly and all air pockets larger than 6 mm in diameter and other surface cavities shall be filled carefully with the approved cementitious mortar. When sufficiently dry, the surface shall be rubbed down to leave a smooth and uniform finish. Cement washes of any kind will not be allowed.
- (e) If, in the Contract Administrator's opinion, repairs to the concrete are not satisfactory or will be detrimental to the strength or long term durability of the curb, the Contractor shall, at this own expense and as directed by the Contract Administrator replace the curb.
- (f) If the Contractor elects to cast the Precast Traffic Calming Curb units upside down, they shall provide a formliner for the top of the finished panel that provides a textured, non-slip surface such as #143 Broom Finish by Scott System or equal as approved by the Contract Administrator.
- (g) If the Contractor elects to cast the Precast Traffic Calming Curb units right-side up, provide a broomed finish to the top of the unit.

E4.6.9 Curing

- (a) Concrete shall be either moist cured for a minimum of 72 hours from the time of casting or steam cured until the concrete has reached a strength of 25 MPa.
- (b) If steam curing is used, steam shall not be applied until after the initial set has taken place. Initial set will be considered to have taken place 4 hours after the completion of concrete placing.
- (c) During steam curing, the rise in the ambient air temperature shall not exceed 20°C per hour to a maximum temperature of 60°C.
- (d) Once curing has been completed, the temperature of the concrete shall not be allowed to fall at a rate exceeding 20°C per hour.
- (e) The curbs shall not be subjected to freezing temperatures before reaching the design strength of 40 MPa. The curbs, including any patched areas, shall be properly cured within the plant a minimum of three (3) days before being subjected to freezing conditions. The Contractor shall monitor the rate of cooling and avoid thermal shock from prematurely subjecting the curb to freezing temperatures.

E4.6.10 Handling and Storage

- (a) The Contractor shall be responsible for storage of the curbs from the completion of their fabrication until they are Delivered.
- (b) During handling and storage, care shall be exercised to avoid twisting, cracking or other distortion that may result in damage to the curbs.

E4.6.11 Loading, Transporting, Unloading, and Stockpiling

- (a) During loading, transporting, unloading and stockpiling of the curbs, the Contractor shall be responsible for protecting the curbs. Any damaged corners or surfaces of the curbs are to be regarded as honeycomb and repaired in accordance with E4.6.8.
- (b) Care shall be exercised during the loading, transporting, unloading and stockpiling of the precast concrete curbs to avoid twisting, cracking or other distortion that may result in damage to the curb. The Contractor shall visually inspect the curbs once they have been loaded onto the truck making the pick-up. Cracking of the curbs during these operations will be basis for rejection by the Contract Administrator.
- (c) It is the Contractor's responsibility to ascertain the actual weight of the curbs prior to transporting.
- (d) Precast Traffic Calming Curbs are to be stacked at the delivery location as directed by the City's agent. Curbs shall be placed topside up with a maximum height of 7 units. A minimum of 3 pieces of 89mm x 89mm timber blocking shall be placed between the units as indicated on the Drawings.

E4.7 Quality Management

E4.7.1 Qualified Testing Personnel

- (a) The Contractor shall be responsible for quality control testing and all testing shall be completed by qualified personnel who are certified at the time of testing as ACI CSA based Concrete Field Testing Technicians Grade 1.

E4.8 Methods of Measurement

- E4.8.1 Fabrication of Precast Traffic Calming Curbs will be measured on a Contract unit basis and the number to be paid for will be the total number of curbs fabricated as accepted by the Contract Administrator.
- E4.8.2 Fabrication of Precast Adjustable Bike Lane Curb will be measured on a Contract unit basis and the number to be paid for will be the total number of curbs fabricated as accepted by the Contract Administrator.
- E4.8.3 Fabrication of Precast Adjustable Bike Lane Curb End Units will be measured on a Contract unit basis and the number to be paid for will be the total number of curbs fabricated as accepted by the Contract Administrator.
- E4.8.4 The supply of embedded 15M Deformed Galvanized Pavement Anchor Dowels and Timber Blocking required for safe stockpiling are considered incidental to the work and no separate measurement will be made for this work.

E4.9 Basis of Payment

- E4.9.1 Fabrication of Precast Traffic Calming Curbs will be paid for at the Contract Unit Price per curb for Supply and Delivery of Precast Concrete Traffic Calming Curb (Complete with 450mm 15M Deformed Galvanized Pavement Anchor Dowels, 2 each), measured as specified herein, which price will be payment in full for performing all operations herein described and all other items incidental to the Work.
- E4.9.2 Fabrication of Precast Adjustable Bike Lane Curb will be paid for at the Contract Unit Price per curb for Supply and Delivery of Precast Adjustable Bike Lane Curb (Complete with 450mm 15M Deformed Galvanized Pavement Anchor Dowels, 2 each), measured as specified herein, which price will be payment in full for performing all operations herein described and all other items incidental to the Work.

E4.9.3 Fabrication of Precast Adjustable Bike Lane Curb End Units will be paid for at the Contract Unit Price per curb end unit for Supply and Delivery of Precast Adjustable Bike Lane Curb End Unit (Complete with 450mm 15M Deformed Galvanized Pavement Anchor Dowels, 3 each), measured as specified herein, which price will be payment in full for performing all operations herein described and all other items incidental to the Work.

E5. FLEXIBLE SURFACE MOUNTED POSTS

E5.1 General

E5.1.1 This Specification covers all operations relating to the supply of permanent surface mounted polyposts for Traffic calming curbs and delineation of cycling corridors.

E5.2 Materials

(a) Flexible Surface Mounted Posts

(a) The Contractor shall supply PEXCO, Flexi-Guide, FG-300 Model UR 36" Surface Mounted Posts Green in colour with white reflective sheeting or approved equal in accordance with B6. A link to the manufacturer's website is provided:

(i) <https://www.pexco.com/products/traffic-safety-products/channelizer-posts-and-flexible-bollards/fg-300-posts/>

(b) The Contractor shall supply 1.5lb Heavy Duty Base in green along with the required mounting pins.

E5.3 Submittals

E5.3.1 The Contractor shall submit to the Contract Administrator for review and approval, at least fourteen (14) Calendar Days prior to the commencement of any scheduled Work.

(a) Shop drawings/ product specification for the flexible surface mounted post and base plate to be supplied.

E5.4 Delivery

E5.4.1 Loading, Transporting, Unloading, and Stockpiling

(a) The Contractor shall be responsible for protecting the posts during loading, transporting, unloading and stockpiling.

(b) Flexible Surface Mounted Posts are to be stacked at the delivery location as directed by the City's agent. When possible, polyposts are to be left in the shipment boxes as provided by the Manufacturer.

E5.5 Methods of Measurement

E5.5.1 Supply of Flexible Surface Mounted Posts will be measured on a Contract unit basis and the number to be paid for will be the total number of posts supplied as accepted by the Contract Administrator.

E5.5.2 The supply of the Flexible Surface Mounted Post Heavy Duty Base and mounting pins are considered incidental and no separate measurement will be made for this work.

E5.6 Basis of Payment

E5.6.1 Supply of Flexible Surface Mounted Posts will be paid for at the Contract Unit Price per post for Supply and Delivery of Flexible Surface Mounted Posts, measured as specified herein, which price will be payment in full for performing all operations herein described and all other items incidental to the Work.