



THE CITY OF WINNIPEG

TENDER

TENDER NO. 106-2026

TRANSIT COMFORT STATIONS AND REDONDA LOOP UPGRADE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Transit Comfort Stations and Redonda Loop Upgrade

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 31, 2026.

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. SITE INVESTIGATION

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

B3.2 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their 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 D3.1.

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

B6.3 Addenda will be available on the MERX website at www.merx.com.

B6.4 The Bidder is responsible for ensuring that 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.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B7. SUBSTITUTES

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

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

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

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

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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.
- 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 they wish 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 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 B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in 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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

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

B12. CONFLICT OF INTEREST AND GOOD FAITH

- B12.1 Further to C3.3, 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 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.
- B12.3 In connection with their 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 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.
- 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 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 B12.4 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.

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

B13. QUALIFICATION

B13.1 The Bidder shall:

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

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

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

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

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and C6.19)
- (e) specific Project experience for three (3) projects of similar size, cost and quality carried out in the last five (5) years. References for each project to be provided

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 at <http://www.winnipeg.ca/matmgt/Safety/default.stm>.

B13.5 Further to B13.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at

<https://accessibilitymb.ca/resources-events-and-training/online-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 their 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: <https://www.winnipeg.ca/media/4929/>.

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

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

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

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

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

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

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

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

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

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

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

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

B16. IRREVOCABLE BID

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

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

B17. WITHDRAWAL OF BIDS

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

B18. EVALUATION OF BIDS

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

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

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

B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

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

B18.4.1 Further to B18.1(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.

B18.4.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.

B18.4.3 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with 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.
- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of C24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2025-11-01) 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, 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 Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of constructing eight (8) new transit comfort stations at seven (7) sites across the City of Winnipeg, including electrical service connections at all seven (7) sites, site sewer and water servicing at six (6) of the sites, and reconstruction of an existing bus loop with new bus loop lighting at one (1) site, all constructed in accordance with the drawings and specifications in this Tender.

D2.2 Transit comfort stations are permanent, single-stall, serviced, heated washroom buildings with secured access, provided for the exclusive use of Transit bus operators during their routes.

D2.3 The seven (7) sites are at the following locations:

- (a) Seel Avenue at Southwest Rapid Transitway (Southwest Corner)
 - (i) Construct two (2) new comfort stations
- (b) Sage Creek Boulevard (25m West of Burning Glass Road — South Side)
 - (i) Construct one (1) new comfort station
 - (ii) Electrical service connection to CSTE on private property required – refer to design drawings.
- (c) Raleigh Street at Knowles Avenue (Southeast Corner)
 - (i) Construct one (1) new comfort station
- (d) Redonda Street at Pandora Avenue (Northeast Corner)
 - (i) Construct one (1) new comfort station
 - (ii) Full reconstruction of existing bus loop.
 - (iii) Construct new bus stop platforms on Redonda Street
 - (iv) Construct new crosswalk across Redonda Street
- (e) Silver Avenue/Murray Park Road at Sturgeon Road (West Side — Southwest Corner)
 - (i) Construct one (1) new comfort station
 - (ii) Wastewater holding tank required — Refer to design drawings.
- (f) Salter Street at Southall Drive (Northeast corner)
 - (i) Demolish one (1) existing comfort station
 - (ii) Construct one (1) new comfort station
- (g) Old Commonwealth Path between Waterford Green Common & Keewatin Street (Mid-Block — North side)
 - (i) Construct one (1) new comfort station
 - (ii) Electrical service connection to nearby electrical service pedestal required – refer to design drawings.

D2.4 The major components of the Work are as follows:

- (a) Seel Avenue at Southwest Rapid Transitway (Southeast Corner)
 - (i) Construct two (2) new comfort station buildings each on pile-supported concrete foundations, including interior fit-up per Building, Structural, Mechanical, Electrical design drawings, complete with electrical service connection.

- (ii) Coordinate with Manitoba Hydro to install electrical service connection to each comfort station building including supply and installation of electrical meters.
 - (iii) Construct wastewater sewer and domestic water service connections from each comfort station to respective wastewater sewer main and watermain on Seel Avenue, including obtaining cut permits and performing pavement/boulevard restoration.
 - (iv) Construct new concrete sidewalk.
 - (v) Supply and install a new drainage culvert.
 - (vi) Supply and install steel bollards with concrete bases
 - (vii) Perform landscape restoration including grading and placement of topsoil and sod.
- (b) Sage Creek Boulevard (25m West of Burning Glass Road — South Side)
- (i) Construct one (1) new comfort station building on a pile-supported concrete foundation, including interior fit-up per Building, Structural, Mechanical, Electrical design drawings, complete with electrical service connection.
 - (ii) Coordinate with Manitoba Hydro and private property owner at 50 Sage Creek Boulevard for service connection to existing CSTE on their property; supply and install conduit and service connection under parking lot, including obtaining private utility locates, performing soft excavations to confirm depth of existing utilities at conduit crossings, service connection to existing CSTE and on-site transformer, new pad-mount transformer next to comfort station, and connection to Manitoba Hydro-supplied meter at comfort station.
 - (iii) Install new separate wastewater sewer and water service connections to respective wastewater sewer and watermain on Sage Creek Boulevard, including obtaining cut permits and performing sidewalk and boulevard surface restoration.
 - (iv) Salvage and reinstall existing paving stones.
 - (v) Replace concrete sidewalk.
 - (vi) Restore areas disturbed by electrical service and conduit installation in parking lot on private property at 50 Sage Creek Boulevard along the conduit and service installation route.
 - (vii) Protect existing landscaping outside of work area at edge of property at 50 Sage Creek Boulevard, plant new landscaping bed north of comfort station, and restore shrub mulch bed to equal or better condition than prior to construction.
- (c) Raleigh Street at Knowles Avenue (southeast corner)
- (i) Construct one (1) new comfort station building on a pile-supported concrete foundation, including interior fit-up per Architectural, Structural, Mechanical, Electrical design drawings, complete with electrical service connection.
 - (ii) Coordinate with Manitoba Hydro to arrange for electrical service connection to new comfort station including supply and installation of electric meter.
 - (iii) Install new wastewater sewer and water service connections to respective wastewater sewer and watermains on Knowles Avenue at Raleigh Street, including obtaining cut permits and performing pavement/boulevard restorations.
 - (iv) Supply and install corrugated steel pipe culvert extension along bottom of existing ditch and backfill above to meet required design grades.
 - (v) Supply and install new catchbasin and corrugated steel pipe outlet to ditch.
 - (vi) Construct new concrete sidewalk.
 - (vii) Supply and install steel bollards with concrete bases
 - (viii) Perform landscape restoration including grading and placement of topsoil & sod.
- (d) Redonda Street at Pandora Avenue (Bus loop at northeast corner)
- (i) Construct one (1) new comfort station building on pile-supported concrete foundation, including interior fit-up per Architectural, Structural, Mechanical, Electrical design drawings, complete with electrical service connection.

- (ii) Coordinate with Manitoba Hydro to arrange for electrical service connection to new comfort station including supply and installation of electric meter.
 - (iii) Install new wastewater sewer and water service connections to respective wastewater sewer and watermains on Redonda Street, including obtaining cut permits and performing pavement/boulevard restoration.
 - (iv) Construct new concrete sidewalk and active transportation pathway extension on east side of Redonda Street along length of existing bus loop property.
 - (v) Coordinate with Winnipeg Transit to allow Transit to remove and salvage existing bus shelter at loop prior to commencement of bus loop reconstruction works.
 - (vi) Remove and replace existing concrete bus stop platforms c/w new curb on east and west sides of Redonda Street prior
 - (vii) Demolish existing bus loop, and construct new concrete bus stop platforms on east and west sides of Redonda Street.
 - (viii) Construct new pedestrian crosswalk across Redonda Street.
 - (ix) Supply and install four (4) new light standards with concrete bases.
 - (x) Supply and install steel bollards with concrete bases.
 - (xi) Supply and install new reinforced concrete pavement slabs for future bus shelter.
 - (xii) Supply and install new reinforced concrete pavement slab and bicycle rack.
 - (xiii) Perform landscape restoration including grading and placement of topsoil & sod.
- (e) Silver Avenue/Murray Park Road at Sturgeon Road (southwest corner)
- (i) Construct one (1) new comfort station building on pile-supported concrete foundation, including interior fit-up per Architectural, Structural, Mechanical, Electrical design drawings, complete with electrical service connection.
 - (ii) Coordinate with Manitoba Hydro to arrange for electrical service connection to new comfort station including supply and installation of electric meter.
 - (iii) Supply and install wastewater holding tank, including permit application with Province of Manitoba.
 - (iv) Supply and install a wastewater sewer service connection from the comfort station to the wastewater holding tank.
 - (v) Supply and install steel bollards with concrete bases.
 - (vi) Supply and install a water service connection from the comfort station to watermain on Sturgeon Road, including obtaining cut permits and performing pavement/boulevard restoration.
 - (vii) Construct new concrete sidewalk.
 - (viii) Perform landscape restoration including grading and placement of topsoil & sod.
- (f) Salter Street at Southall Drive (Bus Loop at northeast corner)
- (i) Demolish one (1) existing comfort station, including plugging and abandoning existing wastewater and water service connections.
 - (ii) Construct one (1) new comfort station building on pile-supported concrete foundation, including interior fit-up per Architectural, Structural, Mechanical, Electrical design drawings, complete with electrical service connection.
 - (iii) Coordinate with Manitoba Hydro to arrange for disconnection of electrical service to existing comfort station and installation of new electrical service connection to new comfort station including supply and installation of electric meter.
 - (iv) Install new separate wastewater sewer and water service connections to respective wastewater sewer and watermains on Southall Drive, including obtaining cut permits and performing pavement/boulevard restoration.
 - (v) Construction of new concrete sidewalk and curb
 - (vi) Supply and install steel bollards with concrete bases.
 - (vii) Remove and dispose existing fence
 - (viii) Perform landscape restoration including grading and placement of topsoil & sod.

(g) Old Commonwealth Path (north side, mid-block Waterford Green Common & Keewatin Street)

- (i) Construct one (1) new comfort station building on pile-supported concrete foundation, c/w interior fit-up per Architectural, Structural, Mechanical, Electrical design drawings, complete with electrical service connection.
- (ii) Coordinate with Manitoba Hydro to arrange for electric service connection and new comfort station electric meter.
- (iii) Supply and install new electrical service cable through an existing conduit from Manitoba Hydro-supplied electrical meter at comfort station to existing electrical CSTE pedestal adjacent to heated transit shelter east of the site.
- (iv) Connect comfort station to existing wastewater sewer and water service connection stubs at comfort station location in north boulevard on Old Commonwealth Path.
- (v) Construct new concrete sidewalk.
- (vi) Supply and install steel bollards with concrete bases.
- (vii) Perform landscape restoration including grading and placement of topsoil & sod.

D2.5 Additional General items:

- (a) For all sites, the Contractor shall be responsible for obtaining all necessary permits from the City of Winnipeg to achieve occupancy, including electrical, plumbing and mechanical permits.
- (b) For the Silver Avenue Site, the Contractor shall be responsible for obtaining the holding tank permit from the Province of Manitoba.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is KGS Group, represented by:

Burton Mikolayenko, P.Eng.
Senior Municipal Engineer

Telephone No. 204 896-1209
Email Address bmikolayenko@kgsgroup.com

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. FURNISHING OF DOCUMENTS

D5.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. SAFE WORK PLAN

- D7.1 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.
- D7.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D7.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their 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.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg and Manitoba, its Ministers, officers, employees and agents, added as an additional insured, with a cross-liability clause, contractual liability, sudden and accidental pollution liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period;
 - (b) 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
 - (d) All risks property insurance for all Contractors equipment and tools to be used in the connection of the works.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 All professional consultants working on the project shall obtain and maintain professional liability insurance covering the services provided by the consultants for the project. Such insurance shall provide minimum coverage for one million (\$1,000,000) per claim. The insurance shall be maintained for at least twenty-four (24) months after Total Performance.
- D8.4 All subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D 11.1 (a) and D11.1 (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work, the Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work by the Subcontractor.
- D8.5 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D8.6 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.

D8.7 D11.7 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.

D8.8 D11.8 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement or any mutually agreed extensions.

D9. CONTRACT SECURITY

D9.1 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 amount of fifty percent (50%) of the Contract Price; and
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.

D9.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety’s Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety’s Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - (i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety’s Position
<https://www.winnipeg.ca/media/4836/>

D9.1.2 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.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D9.1(b).

D9.1.3 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 their discretion, exercised reasonably, allows.

D9.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D9.2 The Contractor shall provide:

(a) the required Contract Security to:

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

(b) The Contract Administrator with copies of the required Contract Security.

within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

D9.3 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 D9.1(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.

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.

D11. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

D11.1 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.

D11.2 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 at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).

(b) How the Contractor will maintain access to bus stops within the site.

(c) How the Contractor will maintain access to pedestrian corridors and half signals.

(d) How the Contractor will maintain cycling facilities.

(e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.

(f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.

D11.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

- D11.4 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) Temporary Ramping
 - (c) Transit Stops
 - (d) Detour Signage
- D11.5 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.
- D11.6 It shall be the responsibility of the Contractor to complete their work in a way that does not hinder the operation of Transit Services.
- (a) If closure of bus-stops/loops are required to complete the work, the Contractor shall coordinate this directly with Winnipeg Transit, providing a minimum two (2) weeks notice in advance.
- D11.7 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D11.8 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D11.9 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.
- D11.10 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D12.2 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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) evidence of the contract security specified in D9;
 - (vi) the Subcontractor list specified in D10;
 - (vii) the Requirements for Site Accessibility Plan specified in D11; and
 - (viii) the direct deposit application form specified in C12.20.

- (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.

D12.3 The Contractor shall commence the Work on the Site within sixty (60) Working Days of receipt of the award letter, and must schedule their work to achieve Substantial Performance and Total Performance in accordance with the dates specified in D16 and D17.

D13. RESTRICTED WORK HOURS

D13.1 Further to 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D14. WORK BY OTHERS

D14.1 Further to C6.26, 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.

D14.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Manitoba Hydro — for installation of new electrical services and electric meters for new comfort stations.

D14.2.1 Further to D14.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D14.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work

D15. CRITICAL STAGES

D15.1 The Contractor shall complete the Work at the Sites in the following order of priority:

- (i) Old Commonwealth Path (south side, mid-block Waterford Green Common & Keewatin Street)
- (ii) Seel Station (Seel Ave at Southwest Rapid Transitway, southwest corner)
- (iii) Redonda Street at Pandora Avenue (Bus Loop at northeast corner)
- (iv) Silver Avenue at Murray Park Road (southwest corner w/side Sturgeon Road)
- (v) Salter Street at Southall Drive (Bus Loop at northeast corner)
- (vi) Raleigh Street at Knowles Avenue (southeast corner)
- (vii) 50 Sage Creek Boulevard (south side of Sage Creek Boulevard, on private property, between Block & Blade Restaurant and MLCC store)

D15.2 The Contractor will be permitted to make progress on more than one site simultaneously.

- (a) The Contractor shall be permitted to have up to four (4) sites open concurrently.
- (b) Placement of sodding will not be a prerequisite to opening a new site.
- (c) Placement of sod at all sites must be achieved before Sep

D15.3 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) **Critical Stage 1:** Construction of all underground servicing works (including wastewater sewer and water service connections, electrical servicing), all site surface paving works (including new bus loop pavement, curbs, approaches, sidewalks, bike rack pads and racks, future bus shelter pads, and bus stop platforms), and the comfort station building at the northeast corner of Redonda Street and Pandora Avenue shall be complete no later than August 21, 2026.

- (i) This completion date is required to ensure the bus loop is operational prior to the start of the new school year in September.
 - (ii) Interior fit-up and final occupancy inspections for the comfort station building may continue after August 21, 2026, provided such work does not impede or interfere with Transit bus operations.
 - (iii) Site surface sodding at this location may be completed after August 21, 2026, provided such work does not impede or interfere with Transit bus operations and is completed prior to the yearly cutoff date for sod placement in CW 3510.
- (b) **Critical Stage 2:** Construction of all underground servicing works (including wastewater sewer and water service connections, wastewater holding tanks, and electrical servicing connections), all surface restoration works (including, sidewalk, grading, sodding, landscaping, and pavement restorations for service connections), and the construction of the comfort station buildings at all sites shall be completed no later than September 15, 2026.
- (i) This completion date is required to ensure that all construction and surface restoration activities which may impede traffic at these sites are completed in 2026, prior to the yearly cutoff date for placement of sodding under City specifications.
 - (ii) Interior fit-up and final inspections required to achieve occupancy of the comfort stations at these sites may continue after September 15, 2026, provided such work does not impede or interfere with local traffic or Transit bus operations.
- (c) All comfort stations shall have had final inspections and received occupancy permits, and open for bus operator use no later than the date of Total Performance, October 30, 2026.
- (i) This completion date is required to ensure that all comfort stations are operational prior to winter all construction and to ensure that Winnipeg Transit does not require continuing to use portable toilet rentals through the winter.

D16. SUBSTANTIAL PERFORMANCE

- D16.1 The Contractor shall achieve Substantial Performance by October 16, 2026.
- D16.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D16.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance by October 30, 2026.
- D17.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D17.3 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.

D18. LIQUIDATED DAMAGES

- D18.1 If the Contractor fails to achieve, Critical Stages, Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stage 1 – two thousand dollars (\$2,000);
 - (b) Critical Stage 2 – two thousand dollars (\$2,000);
 - (c) Substantial Performance – one thousand five hundred dollars (\$1,500)
 - (d) Total Performance – one thousand dollars (\$1,000).
- D18.2 The amounts specified for liquidated damages in D18.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Critical Stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. SCHEDULED MAINTENANCE

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

CONTROL OF WORK

D20. JOB MEETINGS

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

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

- D21.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

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

WARRANTY

D23. WARRANTY

D23.1 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.

INDEMNITY

D24. INDEMNITY

D24.1 Indemnity shall be as stated in C17.

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 their 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, Purchasing 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>Specification No.</u>	<u>Specification Title</u>
Division 28	Table of Contents Supplemental Instructions

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
G00	Cover Sheet, Site Location Plan, Benchmark Table, and Drawing Index
C01.1	Seel Station — Site Underground Servicing Plan
C01.2	Seel Station — Site Surface Works Grading Plan
C02.1	Sage Creek Boulevard — Site Underground Servicing Plan
C02.2	Sage Creek Boulevard — Site Surface Works Grading Plan
C03.1	Raleigh Street at Knowles Avenue — Site Underground Servicing Plan
C03.2	Raleigh Street at Knowles Avenue — Site Surface Works Grading Plan
C04.1	Redonda Street at Pandora Avenue — Site Demolition Plan
C04.2	Redonda Street at Pandora Avenue — Site Underground Servicing Plan
C04.3	Redonda Street at Pandora Avenue — Site Surface Works Grading Plan 1
C04.4	Redonda Street at Pandora Avenue — Site Surface Works Grading Plan 2
C05.1	Silver Avenue at Murray Park Road — Site Underground Servicing Plan
C05.2	Silver Avenue at Murray Park Road — Site Surface Works Grading Plan
C06.1	Salter Street at Southall Drive — Site Demolition Plan
C06.2	Salter Street at Southall Drive — Site Underground Servicing Plan
C06.3	Salter Street at Southall Drive — Site Surface Works Grading Plan
C07.1	Old Commonwealth Path at Waterford Green Common — Site Underground Servicing Plan
C07.2	Old Commonwealth Path at Waterford Green Common — Site Surface Works Grading Plan
C08.1	Civil Details — Bollard and Holding Tank
C08.2	Civil Details — Cross-Sections
B00	Building — General Notes
B01	Building — Floor Plan and Sections
B02	Building — Elevations
B03	Building — Wall Sections
S00	Structural — General Notes

S01	Structural — Foundation Plan and Sections
S02	Structural — Sections and Details
E00	Electrical — Symbol Schedule, General Notes and Drawing List
E01	Electrical — Site Plans – 1
E02	Electrical — Site Plans – 2
E03	Electrical — Site Plans – 3
E04	Electrical — Site Plans – 4
E05	Electrical — Floor Plan, Details
E06	Electrical — Mechanical & Luminaire Schedules
E07	Electrical — Schedules
E08	Electrical — Division 26 Specifications
E09	Electrical — Division 27 & 28 Specifications
M00	Mechanical — General Notes, Symbol Legends, Equipment Schedules and Drawings List
M01	Mechanical — Site Plans
M02	Mechanical — Typical Plumbing Floor Plan, Schematics and Details
M03	Mechanical — Typical HVAC Floor Plan and Details
M04	Mechanical — Specifications – Sheet 1
M05	Mechanical — Specifications – Sheet 2

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, a geotechnical soils investigation was completed and geotechnical test holes have been drilled in the vicinity of the proposed Works at each site to determine the character of the subsurface soil to facilitate the design of the Work. The information listed is considered accurate at the locations, indicated on the figures in the geotechnical report, and at the time of the investigation. The geotechnical investigation report with test hole logs is included in Appendix A.

GENERAL REQUIREMENTS

E3. MOBILIZATION AND DEMOBILIZATION PAYMENT

DESCRIPTION

- E3.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the project location(s).
- E3.2 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 as hereinafter specified.
- E3.3 The inclusion of a payment item for the Work under this Specification shall not release or reduce the responsibilities of the Contractor under any other specification in this Contract.

SCOPE OF WORK

- E3.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
- (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
 - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
 - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;

- (iv) General cleanup and housekeeping needed maintain a neat and orderly project site(s);
- (v) Other job related items.
- (b) Demobilization shall include, but not be limited to:
 - (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;
 - (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
 - (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;
 - (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.

E3.5 Access to the site, equipment parking, and staging areas are limited to that shown on the drawings or as approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

E3.6 The lump-sum price for the Mobilization and Demobilization bid item shall not exceed five percent (5.00%) of the total bid price for the Contract.

E3.6.1 Further to B10, B18, C12 and E3.6, should the lump sum price exceed 5% of the Total Bid Price the lump sum price will be reduced to 5% of the Total Bid Price, the Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.

E3.7 Payment for Mobilization:

- (a) 60% of the lump-sum price will be paid to the contractor for Mobilization on the first Progress Estimate for the Contract.

E3.8 Payment for Demobilization:

- (a) The remaining 40% of the lump-sum price will be paid upon:
 - (i) Restoration of the site and/or sites to the satisfaction of the Contract Administrator;
 - (ii) Distribution of the Declaration of Total Performance.

E3.9 Pay Reduction for Accessibility Plan

- (a) The Demobilization payment will be reduced by the number of pay adjustments incurred in accordance with D11 and as determined by the Contract Administrator.

E3.10 Mobilization and Demobilization will be paid only once (to a maximum of 100%), regardless of the number of times the Contractor mobilizes to the site and/or sites.

E4. TRAFFIC CONTROL

E4.1 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contract Administrator shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:

- (a) Parking restrictions,
- (b) Stopping restrictions,
- (c) Turn restrictions,
- (d) Diamond lane removal,
- (e) Full or directional closures on a Regional Street,
- (f) Traffic routed across a median,

- (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
 - (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.
- E4.2 Further to (c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.
- E4.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- E4.4 Further to E4.1(c) and E4.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E4.5 Any changes to the approved traffic management plan must be submitted to the Contract Administrator a minimum of (five) 5 Working Days prior to the required change for approval.
- E4.6 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.

E5. EXISTING TEMPORARY PORTABLE TOILET FACILITIES

E5.1 DESCRIPTION

- E5.1.1 This specification covers the Contractors obligations for maintaining access to existing temporary portable toilet facilities that Winnipeg Transit has established for bus drivers at each of the seven (7) comfort station sites during construction.

E5.2 GENERAL

- E5.2.1 Winnipeg Transit has contracted services to provide and maintain temporary portable toilets at each of the seven (7) comfort station sites for use by bus drivers.
- (a) The existing portable toilets for bus operators are operated and maintained by Gotta Go Portable Toilet Rentals.
- E5.2.2 The Contractor shall be responsible for protecting and maintaining access between the active bus stop location and the portable toilets at each site for the duration of the project.
- E5.2.3 The existing portable toilets are intended for the exclusive use of Winnipeg Transit Bus Operators. The Contractor and their sub-trades shall not use of the existing portable toilets for the Transit bus operators. The Contractor shall supply their own portable toilets at each site for use of their crews and sub-trades.
- E5.2.4 If the Contractor requires the existing portable toilets used by the bus operators to be relocated to accommodate construction activities, the Contractor shall be responsible for contacting Gotta Go Portable Toilet Rentals directly to coordinate a move, and notify the Contract Administrator to review and approve a suitable alternate location prior to relocation.

E5.3 MEASUREMENT AND PAYMENT

- E5.3.1 Coordination for relocation of the existing portable toilets used by the bus operators to facilitate construction activities shall be the responsibility of the Contractor, and any costs incurred by the Contractor for this shall be incidental to their Work. No additional payment will be made to relocate existing portable toilets used by the bus operators.

E6. CONSTRUCTION INSPECTION AND LAYOUT

E6.1 DESCRIPTION

- E6.1.1 This specification identifies the responsibilities of the Contractor and the Contract Administrator for construction layout and the coordination requirements for construction inspection of the Work.

E6.2 GENERAL

- E6.2.1 The Contractor shall be responsible for performing their own construction layout at all sites, except for the new pavement at the Redonda bus loop upgrade, where the Contract Administrator shall provide layout.
- E6.2.2 The Contractor shall provide a minimum five (5) working days notice prior to mobilization to any site to allow for temporary lane closure submittals where required.
- E6.2.3 The Contractor shall again notify the Contract Administrator a minimum two (2) days prior to mobilization to a site to allow for scheduling a site visit.
- E6.2.4 Long-term lane or sidewalk closures are not permitted unless approved in writing by the Contract Administrator.
- E6.2.5 The Contractor shall request the Contract Administrator to perform inspection of their layout for verification and approval prior to commencing construction.
- E6.2.6 Any errors identified during verification shall be corrected by the Contractor at their own cost and without delay and they shall request a new inspection from the Contract Administrator for verification and approval prior to proceeding with construction.
- E6.2.7 The Contractor shall notify the Contract Administrator of any conflicts encountered on site that may require adjustment to the alignment or elevation of the proposed work. The Contractor shall not deviate from the design alignments without prior approval from the Contract Administrator.
- E6.2.8 For the Redonda bus loop upgrade, the Contract Administrator will provide layout for the bus loop pavement alignment and will establish finished elevations for each course using Contractor-supplied blue top pins.
- E6.2.9 The Contractor shall provide clear access to the work area, maintain the site in a condition suitable for layout, and provide labour or equipment assistance when specifically requested by the Contract Administrator.
- E6.2.10 The Contractor shall provide the Contract Administrator a minimum forty-eight (48) hours notice prior to requesting an inspection to allow the Contract Administrator time for the following:
- (a) Schedule a site visit to inspect the completed component of work.
 - (b) Arrange materials sampling and testing for base course compaction and concrete testing.
- E6.2.11 The Contractor shall not place concrete unless the Contract Administrator is present to provide inspection services.
- E6.2.12 The Contractor shall notify the Contract Administrator once site restoration has been completed to arrange for an inspection to approve the site clean up and acceptance of the sod.

E6.3 MEASUREMENT AND PAYMENT

E6.3.1 Construction layout and inspection coordination under this section shall be incidental to the Work, and no additional payment will be made.

E7. NEW COMFORT STATION BUILDING

E7.1 DESCRIPTION

E7.1.1 This specification covers construction of the comfort station building structures and foundations, including the supply and installation of all materials necessary to construct the structure, including the foundation and piling, interior and exterior structural, mechanical, and electrical works within the envelope of the building's footprint.

E7.1.2 Each comfort station building follows a standard design with minor site-specific variations, including but not necessarily limited to door swing direction and the alignment of exterior privacy screen at the front entrance based on orientation of structure. Variations are noted on the design drawings.

E7.1.3 The comfort station at Sage Creek Boulevard requires a different colour exterior than the stations at the other locations.

(a) Refer to the colour schedule in the Structural/Building drawings for specific colours.

E7.2 GENERAL

E7.2.1 The Contractor shall perform their own construction layout for the foundation of each comfort station building.

E7.2.2 The Contractor shall request the Contract Administrator to inspect and approve the foundation layout prior to breaking ground to commencing construction of the foundation.

E7.2.3 Refer to drawings for detailed Structural, Architectural, Mechanical, and Electrical specifications and locations.

E7.3 CONSTRUCTION

E7.3.1 The Contractor shall provide the Contract Administrator access to inspect construction at the following stages:

- (a) Contractor foundation layout (prior to breaking ground)
- (b) pile installation
- (c) reinforcement and service rough-ins prior to foundation pour
- (d) structural framing prior to cladding
- (e) interior service rough-ins prior to interior finishes
- (f) completed fixtures and equipment
- (g) exterior finishes

E7.3.2 The Contractor shall provide a minimum of 48 hours written notice for inspection of milestone items.

E7.3.3 The structural design includes anchor points suitable for lifting to permit the option of off-site fabrication, transport, and placement of the completed structure onto the prepared foundations at each site.

E7.3.4 On-site construction of the structure is also acceptable at the Contractor's discretion.

E7.3.5 If off-site prefabrication is chosen, the Contractor shall provide the Contractor the following at least fourteen (14) Calendar Days in advance of pre-fabrication:

- (a) a construction schedule
- (b) the fabrication shop location, within reasonable proximity to Winnipeg (i.e. within approx. 5km of the Perimeter Highway)

- (c) inspection access during regular business hours (8:30–16:30, Monday–Friday)
- (d) access for the Contract Administrator to inspect anytime during those hours
- (e) a plan identifying components to be prefabricated and those to be completed on-site

E7.3.6 The Contractor shall obtain all permits and traffic control required for delivery and installation of prefabricated structures.

E7.3.7 The Contractor shall be responsible for obtaining all electrical, mechanical, and occupancy permits for each comfort station, and this effort shall be incidental to the Work.

E7.3.8 The Contractor shall be responsible for coordinating with Manitoba Hydro to install and connect electrical service for each comfort station building and install an electrical meter, and that effort for coordination with Manitoba Hydro shall be incidental to the construction of the costs to construct the station and all interior electrical work.

- (a) The Contract Administrator has initiated pre-application to Manitoba Hydro for each site and has Manitoba Hydro application confirmation numbers for each application. This information will be shared with the successful bidder following award of Contract.

E7.3.9 In addition to E6.3.8, additional exterior electrical service connection work is required at the following sites, for which separate pay items have been established independent of the interior building envelope electrical work:

- (a) 50 Sage Creek Boulevard: Supply and installation of electrical conduit, service line, and connection to an existing CSTE and transformer on private property
 - (i) Separate pay items have been established for the private electrical service cable, conduit installation, and connection to the CSTE and transformer and related asphalt pavement restorations on private property at 50 Sage Creek Boulevard. See Form B for additional pay item and specification reference.
- (b) Old Commonwealth Path: Supply and installation of electrical cable and connection to an existing electrical pedestal near the site.
 - (i) A separate pay item has been established for the exterior electrical service cable installation work. See Form B for additional pay item and specification reference.

E7.4 MEASUREMENT AND PAYMENT

E7.4.1 Construction of each building, including foundation, structural, mechanical, and electrical works, shall be measured and paid on a lump sum basis per comfort station, as indicated on the drawings, paid for at the contract unit price “New Comfort Station Building”. The lump sum price shall include all labour, materials, and equipment necessary to perform the Work.

- (a) Supply and installation of splash pads at rainwater leader discharge locations are incidental to the Work under the pay item “New Comfort Station Building”.

E8. WATER SERVICE CONNECTIONS

E8.1 DESCRIPTION

E8.1.1 This specification covers the supply and installation of new water service pipe connections from watermains to the new comfort station buildings, and disconnection/abandonment of existing water service connections from existing comfort station buildings to mains.

E8.2 GENERAL

E8.2.1 The Contractor shall be responsible for performing their own layout for new water service connections.

- (a) The Contractor shall not commence Work until the layout is reviewed and approved by the Contract Administrator.

- E8.2.2 New water service connections shall be installed via trenchless methods and in accordance with CW 2110 and SD-012, including but not necessarily limited to connection to main, corporation stops, water service pipe, curb stops and boxes, zinc anodes and connection to the interior plumbing for comfort station building envelope.
- E8.2.3 The Contractor shall be responsible for obtaining cut permits from the City of Winnipeg for construction of water service connections from new comfort stations to the respective water mains.
- E8.2.4 New water services are required at all sites except Old Commonwealth Path.
- (a) The Old Commonwealth Path site has an existing water service to the site to which that comfort station will need to connect.
- E8.2.5 Disconnection and abandonment of an existing water service is required for the existing comfort station at Salter Street at Southall Drive.
- (a) Disconnection and abandonment of the existing water service to the existing comfort station at Salter Street and Southall Drive shall be performed in accordance CW 2110.
- E8.2.6 Full-slab concrete pavement restoration will be required in the Seel Avenue right-of-way for the new water and wastewater service connections at the Seel Avenue comfort stations.
- (a) The existing pavement on Seel Avenue is 250 mm (10") thick reinforced concrete pavement.
- (b) Restoration will need to match existing pavement.
- (c) The proposed service connection locations at Seel Station are adjacent to existing red tinted concrete. The Contractor shall not damage the red tinted concrete and will be responsible for restoring it if damaged by their Work.

E8.3 MEASUREMENT AND PAYMENT

- E8.3.1 New water services will be measured on a lump sum basis for "19mm dia. copper Domestic Water Service & Connection to Existing Watermain" for each new water service connection installed from the respective main to the station, as indicated in the respective design drawings for each site. The lump sum price shall include costs for all labour, materials, equipment, cut permits, and surface restoration required in the municipal right-of-ways to perform the Work at each respective comfort station site, including but not necessarily limited to connection to the main, corporation stops, curb stops, curb stop boxes, sacrificial zinc anodes and connection to the new building.
- (a) Payment will not be provided until after the Contract Administrator has received verification that the water service meter has been installed and certified operational by the City of Winnipeg Water & Waste Department, and restoration of the pavement, sidewalk and boulevard cuts in the municipal right-of-way necessary to install the service have been completed to the satisfaction of the Contract Administrator.
- E8.3.2 Connection of new water service at Old Commonwealth path will be measured on a lump sum basis for "Connect to Existing 19mm dia. cu. Domestic Water Service Stub & Adjust Curb Stop" for all the Work required to connect the existing water service stub to the new water service piping at the new comfort station as indicated on the design drawings. The lump sum price shall include costs for all labour, materials, equipment, necessary to perform the Work.
- (a) Payment will not be provided until after the Contract Administrator has received verification that the water service meter has been installed and certified operational by the City of Winnipeg Water & Waste Department.
- E8.3.3 Abandonment of the existing water service connection to the existing comfort station at Salter Street and Southall Drive will be measured on a lump sum basis for "Abandoning Small Diameter Water Services" at the site indicated in the design drawings, and the lump price shall include costs for all labour, materials, equipment, permits, and surface restoration in the municipal right-of-way required to perform the Work.

- (a) Payment will not be provided until after the Contractor has provided the Contract Administrator verification from the City of Winnipeg Water & Waste Department that the water service has been satisfactorily disconnected, and restoration of the pavement and boulevard cuts in the municipal right-of-way necessary to abandon the service has been completed to the satisfaction of the Contract Administrator.

E9. WASTEWATER SEWER SERVICES

E9.1 DESCRIPTION

- E9.1.1 This specification covers the installation of new wastewater sewer service connections and disconnection and abandonment of the existing wastewater sewer service connections where applicable.

E9.2 GENERAL

- E9.2.1 New wastewater service connections are required at all sites except Old Commonwealth Path.
 - (a) The Old Commonwealth Path site has an existing wastewater service to the site to which that comfort station will need to connect.
- E9.2.2 Disconnection and abandonment of an existing wastewater service is required at the Salter Street at Southall comfort station.
 - (a) Disconnection and abandonment of the existing water service to the existing comfort station at Salter Street and Southall Drive shall be performed in accordance the CW 2130.
- E9.2.3 Full-slab concrete pavement restoration will be required for the water and wastewater service connections at the Seel Avenue comfort stations.
 - (a) The existing pavement on Seel Avenue is 250 mm (10") thick reinforced concrete pavement.
 - (b) Restoration will need to match existing pavement thickness.
 - (c) The proposed service connection locations at Seel Station are adjacent to existing red tinted concrete. The Contractor shall not damage the red tinted concrete and will be responsible for restoring it if damaged by their Work.
- E9.2.4 The Contractor shall be responsible for performing their own layout for new wastewater sewer service connections.
- E9.2.5 The Contractor shall not commence Work until the layout is reviewed and approved by the Contract Administrator.
- E9.2.6 The Contractor shall be responsible for obtaining cut permits from the City of Winnipeg for construction of water service connections from new comfort stations to the respective wastewater sewer mains.
- E9.2.7 New wastewater sewer service connections shall be installed in accordance with CW 2130 and per SD-012.
- E9.2.8 Following installation of new service connections, the Contractor shall arrange for CCTV inspection of the new wastewater service line following installation, and supply it to the Contract Administrator for review.

E9.3 MEASUREMENT AND PAYMENT

- E9.3.1 Wastewater sewer service installation will be measured on a lump sum basis per new service connection for "New 150mm diameter SDR 35 PVC wastewater sewer service and Connection to Existing Wastewater Sewer" for each wastewater sewer service connection supplied and installed to a new comfort station building, as indicated in the respective design drawings for each site. The lump price shall include costs for all labour, materials, equipment, cut permits, and surface restoration required to perform the Work specific to a

comfort station location from the main to the station, including but not necessarily limited to connection to the main, connection to the new building, and CCTV of the new service connection following installation.

- (a) Payment will not be provided until after the Contract Administrator has received and reviewed the CCTV video inspection and confirmed the installation does not require remediation, and until after restoration of the pavement, sidewalk and boulevard cuts in the municipal right-of-way necessary to install the service have been completed.

E9.3.2 Wastewater sewer service connection at Old Commonwealth Path will be measured on a lump sum basis for "Connect to Existing 150mm dia. PVC Wastewater Sewer Service Stub" for connecting the new comfort station's wastewater plumbing to the existing stub as indicated in the respective design drawings. The lump price shall include costs for all labour, materials, equipment, and permits required to perform the Work, including excavation to locate the stub and connecting the stub to the new building, and CCTV of new service connection following installation.

- (a) Payment will not be provided until after the Contract Administrator has received and reviewed the CCTV video inspection and confirmed the installation does not require remediation.

E9.3.3 Abandonment of the existing wastewater sewer service to the existing comfort station at Salter Street and Southall Drive will be measured on a lump sum basis for "Plugging Existing Sewers and Sewer Services Smaller Than 300 Millimetres" as indicated in the respective design drawings, and the lump price shall include costs for all labour, materials, equipment, permits, and surface restoration required to perform the Work.

- (a) Payment will not be provided until after the Contract Administrator has received verification that the wastewater service has been satisfactorily disconnected and restoration of the pavement, sidewalk and boulevard cuts necessary to disconnect the service have been completed.

E10. BOLLARDS

E10.1 DESCRIPTION

E10.1.1 This specification covers the supply and installation of new concrete filled steel bollards.

E10.2 GENERAL

E10.2.1 Bollards shall be supplied and installed in accordance with the bollard design detail in the design drawings.

- (a) Bollard detail can be found on Civil Details drawing C8.1
- (b) Bollards shall be constructed of 150mm diameter Schedule 40 galvanized steel pipe, set into a 450mm diameter 32MPa concrete footing to the depths shown on the detail.
- (c) Each bollard shall be filled with 32MPa concrete with a finished rounded concrete cap.

E10.2.2 The Contractor shall perform their own layout for the bollards based on the locations indicated on the design drawings.

- (a) The Contractor shall mark out the locations prior to installation and request review and approval from the Contract Administrator prior to commencing installation.
- (b) Contractor shall not place new bollards directly over buried utilities, and shall advise Contract Administrator of any conflicts encountered necessitating relocation of bollards.

E10.3 MEASUREMENT AND PAYMENT

E10.3.1 Bollards will be measured on a unit price basis and paid for at the Contract Unit Price for "Bollards" for each bollard supplied and installed, and the unit price shall include costs for all labour, materials, equipment, and materials required for this Work.

E10.3.2 Payment will be made for each bollard supplied and installed in accordance with this specification, as approved by the Contract Administrator.

E11. CATCH BASIN

E11.1 DESCRIPTION

E11.1.1 This specification covers the supply and installation of new catch basins.

E11.2 GENERAL

E11.2.1 Catch basins shall be supplied and installed in accordance with the materials and methods in CW 2130-R12 and additional requirements clarified in this specification.

E11.2.2 The Contractor shall provide catch basin shop drawings prepared by the manufacturer to the Contract Administrator for review and approval prior to installation.

(a) Catch basin shop drawings shall identify the inverts of the inlet and outlet pipes connecting to it.

E11.2.3 Catch basin connections to inlet and outlet culverts and pipes indicated on the design drawings shall be incidental to the Work.

E11.2.4 The Contractor shall perform their own layout for the catchbasins based on the locations indicated on the design drawings.

(a) The Contractor shall mark out the locations prior to installation and request review and approval from the Contract Administrator prior to commencing installation.

(b) Contractor shall not place new catch basins directly over buried utilities, and shall advise Contract Administrator of any conflicts encountered necessitating deviation from the locations identified on the drawings, and Work with the Contract Administrator to determine a suitable new location.

E11.3 MEASUREMENT AND PAYMENT

E11.3.1 Catch basins will be measured and paid for in accordance with the Measurement and Payment requirements of CW 2130-R13 at the Contract Unit Price for each catch basin supplied and installed in accordance with this specification and CW 2130-R13, and the unit price shall include costs for all labour, materials, equipment, and materials required for this Work. Connections to the catch basin shall be incidental to the Work.

E12. RED TINTED CONCRETE PAVEMENT AT REDONDA LOOP APPROACHES

E12.1 DESCRIPTION

E12.1.1 This specification covers the supply and installation of new 250mm thick reinforced concrete pavement with a Transit Red tint colour on the new approaches for the Redonda Loop.

E12.2 GENERAL

E12.2.1 The new concrete used for the approaches at the Redonda Loop shall be reinforced Portland Cement Concrete in accordance with CW 3310-R19, with Transit Red tint colour, matching Winnipeg Transit's red tint colour used on eastbound Seel Avenue before the intersection with the Southwest Rapid Transitway.

E12.2.2 Prior to constructing the approaches, the Contractor shall submit to the Contract Administrator a mix design specifying the red tint colour to be used for the new approaches for review and approval by the Contract Administrator a minimum four (4) weeks prior to paving.

E12.3 MEASUREMENT AND PAYMENT

E12.3.1 The construction of red tinted concrete pavement used for the approaches to the Redonda Loop shall be measured on a square metres basis and paid for at the contract unit price per square metre of "Construction of 250 mm Type 1 Concrete Pavement (Reinforced – Transit Red Tint)", for concrete supplied and installed in accordance with this specification and CW 3310-R19. The unit price shall include costs for all labour, materials, equipment, and materials required for this Work.

E13. SAGE CREEK BOULEVARD COMFORT STATION LANDSCAPE IMPROVEMENTS

E13.1 DESCRIPTION

E13.1.1 This specification covers the supply and installation of new landscaping at 50 Sage Creek Boulevard, north of the new comfort station identified on drawing C02.2.

E13.2 REFERENCES

E13.2.1 Supply plants in accordance with the latest revision of the Canadian Nursery Stock Standards published by the Canadian Nursery Landscape Association.

E13.2.2 Follow the latest revision of the City of Winnipeg, Tree Planting Standards, Details and Specifications – Downtown Area and Regional Streets.

E13.3 SOURCE QUALITY CONTROL

E13.3.1 All plant material shall be randomly inspected at the source upon request of the Contract Administrator.

E13.3.2 Plants shall be grown in nurseries in accordance with the latest edition of the Canadian Nursery Stock Standard, published by the Canadian Nursery Landscape Association.

E13.3.3 Only those plants that have been grown for at least the four (4) previous years in local Manitoba nurseries located in an Agriculture Canada Plant Hardiness Zone designation of 2(a or b) or 3(a or b) and within a 250-kilometre radius of Winnipeg, will be accepted.

E13.4 MAINTENANCE

E13.4.1 The Contractor shall be responsible for the maintenance of the trees for a period of two (2) year from the date of Total Performance. Any areas planted after September 15, the maintenance period will commence on May 15 of the following year or such date as mutually agreed upon by all parties.

E13.4.2 The Contractor shall be responsible for the maintenance of the shrubs and understory planting for a period of one (1) year from the date of Total Performance. Any areas planted after September 15, the maintenance period will commence on May 15 of the following year or such date as mutually agreed upon by all parties.

E13.4.3 All newly plantings shall be watered on a weekly basis between spring (May 15) continuing through to early fall (October 15), for the first year and two-year maintenance period thereafter to keep the soil in and around the root ball moist. With written approval of the Contract Administrator's or their designate, adjustments may be made in watering frequency depending on soil type, weather, drainage, tree species, and weekly amounts of rainfall.

E13.4.4 Additional maintenance as follows:

- (a) Ensure watering techniques do not cause erosion.
- (b) Turf and weed growth shall be removed from in and around planting site bi-monthly throughout the two-year maintenance and warranty period.
- (c) Wood chips or other approved mulch shall be topped up as required.
- (d) Reform damaged watering saucers.
- (e) Control insects, fungus and disease, using appropriate control methods in accordance with Federal, Provincial and Municipal regulations.

- (i) Obtain product approval from Contract Administrator prior to application.
- (f) Remove dead, broken or hazardous branches from plant material.
- (g) Keep trunk protection and tree supports in proper repair and adjustment.
- (h) Remove trunk protection, tree supports and level watering saucers at end of warranty period.
- (i) Remove and replace dead plants and plants not in healthy growing condition. Make replacements in same manner as specified for original plantings.

E13.4.5 Submit monthly written reports to Contract Administrator identifying:

- (i) Maintenance carried out.
- (ii) Development and condition of plant material.
- (iii) Preventative or corrective measures required which are outside Contractor's responsibility.

E13.5 WARRANTY

E13.5.1 The Contractor shall, at their expense, warrant the Work against any and all defects or deficiencies resulting from insect infestation, disease and mechanical damage due to improper handling, installation or maintenance, for a period of two (2) years from the date of the Total Performance.

E13.5.2 End-of-Warranty inspection will be conducted by the Contract Administrator.

E13.5.3 The Contract Administrator reserves the right to request material replacement or extend the Contractor's Maintenance responsibilities for an additional one (1) year if, at the end of the Warranty Period, leaf development and growth are not sufficient to ensure future survival of the plant material.

E13.6 REPLACEMENTS

E13.6.1 During the Maintenance Period, the Contractor shall remove from Site any plant material that has died or failed to grow satisfactorily as determined by the Contract Administrator and replace as per Specifications within a maximum ten (10) day period from notification.

E13.6.2 Defective plants shall be replaced within three (3) Business Days' of notification to the Contractor.

E13.6.3 The Contractor shall extend Maintenance and Warranty on replacement tree for a period equal to the original Maintenance and Warranty Periods.

E13.6.4 The Contractor shall continue such replacement, Maintenance and Warranty until tree is acceptable.

E13.7 MATERIALS

E13.7.1 Planting Soil:

- (a) Planting Soil shall consist of black topsoil, a fertile friable natural loam containing by volume not less than 4% and no more than 25% of organic matter for clay loams, and not less than 2% and no more than 25% for sandy loams, with an acidity value ranging from pH 6.0 to 8.0 and capable of sustaining vigorous plant growth. Topsoil is to be free of any mixture of subsoil, clay lumps and free of stones and other extraneous matter. It is not to contain couch or crab grass rhizomes.

E13.7.2 Mulch:

- (a) Mulch surfacing shall be brown cedar mulch matching the mulch in the existing planting bed east of the area of Work, north of the Block & Blade Restaurant, and shall be free of leaves, branches and other extraneous matter.
- (b) The Contractor shall submit a product information sheet of the proposed material for review and Approval by the Contract Administrator prior to placement.

E13.7.3 Miscellaneous Materials:

- (a) Water shall be potable and free of minerals which may be detrimental to plant growth.
- (b) Any stakes shall be either:
 - (i) metal T-Bar, steel, 40x40x5x2440mm, primed with 1 brush coat of zinc rich paint uniform in style and colour, or approved equal, or;
 - (ii) Sharpened round wood stakes, 75 mm diameter and 1540 mm long.
- (c) ArborTie shall be flat woven polyester guying.
- (d) Trunk Protection shall be plastic weeping tile material, 100mm diameter x min 900mm long.

E13.7.4 Plantings:

- (a) New plantings are to be per the species and quantities identified on drawing C2.2 and as listed below:
 - (i) Two (2) Black Hills Spruce
 - (ii) Seven (7) Daylily
- (b) Any changes in planting locations will be determined on-site by the Contract Administrator.

E13.7.5 Limestone Boulders:

- (a) New limestone boulders shall be of the similar size as the existing limestone boulders in the existing adjacent planting bed immediately north of the adjacent Block and Blade Restaurant.
- (b) The limestone boulders shall be of sufficient size that they are able to be embedded in planting bed with approximately 150mm reveal above adjacent sidewalk elevation.
- (c) Limestone boulders supplied and installed shall be solid and free of hairline cracks that could result in the splitting following placement.
- (d) The quantity of limestone boulders shall be as follows:
 - (i) Three (3) Limestone Boulders
- (e) Any changes in boulder placement locations will be determined on-site by the Contract Administrator.

E13.7.6 Shipment and Pre-Planting Care

- (a) Coordinate shipping of trees and excavation of holes to ensure minimum time lapse between digging and planting.
- (b) Protect trees against branch breakage, abrasion and other mechanical damage, exposure and extreme temperature change during transit. Avoid binding of trees with rope or wire which would damage bark, break branches or destroy natural shape of tree. Give full support to root ball of trees during lifting.
- (c) Cover tree foliage with tarpaulin, and protect bare roots by means of dampened straw, peat moss, saw dust or other acceptable material to prevent loss of moisture during transit and storage.
- (d) Remove broken and damaged roots with sharp, sterile pruning shears to make clean cuts. Pruning shears to be sterilized between uses.
- (e) Keep roots moist and protected from sun and wind. Heel-in trees which cannot be planted immediately in shaded areas and water well to prevent drying out of root system.

E13.8 Construction Methods

E13.8.1 Workmanship

- (a) All areas and locations provided for planting shall be staked out or painted on Site by the Contractor according to layout shown on the Drawings. Excavation shall not

proceed until the layout has been inspected and approved by the Contract Administrator. Excavation shall be undertaken until all underground utilities have been located and protected.

- (b) Coordinate operations. Keep Site clean and planting holes drained. Immediately remove soil or debris spilled onto street pavement, grass or sidewalk.

E13.8.2 Planting Time

- (a) Plant only under conditions that are conducive to health and physical conditions of the plantings.
- (b) Provide planting schedule to Contract Administrator. Extending planting operations over long period using limited crew will not be accepted.
- (c) The Contractor must obtain all above and below ground clearances from all the utilities in a timely manner so as not to jeopardize the schedule of the complete tree planting.

E13.8.3 Excavation

- (a) Tree Pit and Tree Trenches to be dug with back hoe.
- (b) Excavate tree pits at the locations shown on the Drawings and as approved by the Contract Administrator.
- (c) Protect bottom of excavations against freezing.
- (d) Remove water which enters excavations prior to planting. Ensure source of water is not ground water and notify Contract Administrator if standing water persists past removal.
- (e) Tree pit and trench depth shall be such that the top of the root ball is even with the existing grade, and the root flare to be at or slightly above the finished grade.
- (f) Determine how deep the root flare is in the root ball before excavation or before the tree is placed in the planting hole. If necessary, at installation, raise the top of the root ball until the root flare is at the proper planting depth through the addition of a topsoil atop the scarified layer.
- (g) Upon excavation of the planting bed, the excavation shall be backfilled with a topsoil mixture to a depth to permit adequate installation and stabilization of the plant material. Topsoil shall be placed in accordance with City of Winnipeg Standard Construction Specifications CW3540 to a 300mm depth.

E13.8.4 Installation

- (a) All nursery stock shall be set plumb in the centre of pits and at levels as shown on the planting details after settlement has taken place.
- (b) Nursery stock shall be faced to give the best appearance or relationship to adjacent structure and to the approval of the City of Winnipeg representative.
- (c) Each tree must be planted such that the trunk flare is visible at the top of the root ball. Trees where the trunk flare is not visible shall be considered a deficiency and payment for the planting will not be received until the deficiency is addressed. Do not cover the top of the root ball with soil.
- (d) Planting shall be done during periods of suitable weather conditions and in accordance with locally accepted practice.
- (e) No tree pit is to be left open at the end of the Contractor's Work Day. Planting program is to be planned to ensure that all approved trees delivered to the Site at designated planting locations are installed and thoroughly watered the same day as delivery.
- (f) With balled and burlapped root balls and root balls in wire baskets, burlap shall be loosened and cut away from the top 1/3 without disturbing root ball. Wire shall be cut away and removed from the top 1/3 of the root ball. Burlap or rope shall not be pulled from under root ball. All twine and non-biodegradable wrapping shall be removed.

- (g) Backfill with topsoil and gently tamp soil around the root ball. Thoroughly water the root ball and planting pit.
- (h) Each tree is to have an earth saucer at its base having a diameter as large as the excavation with a berm no greater than 10cm in height and width formed at the perimeter of the saucer to retain water.
- (i) Install tree trunk protection around the base of each tree trunk.
- (j) Install wood mulch to the depth of 50mm (2in.) to 100mm (4in.). Mulch must not be placed within 75mm (3in.) of the trunks of trees. Mulch placed adjacent to the trunk shall be considered a deficiency and payment for the planting will not be received until the deficiency is addressed.
- (k) Apply water to area around planting hole immediately after planting.
- (l) Install stakes and straps (do not use wire in garden hose) as necessary, or as directed by Contract Administrator.
- (m) The Contractor shall provide a qualified arborist for each landscaping crew in accordance with the Forest Health Protection Act and Arborist Regulations.
- (n) Remove dead, broken and injured branches. All pruning will be done in accordance with the most current edition of the American National Standards Institute (ANSI) A300 and the most current edition of the companion publication "Best Management Practices – Tree Pruning". Pruning shears to be sterilized between uses.

E13.8.5 Watering

- (a) Trees and planting are to be watered during the planting procedure as described previously, and once a week thereafter, or more frequently if required, between spring (May 15) and early fall (October 15) as described previously in Maintenance. With the Contract Administrator's approval, adjustments may be made in watering frequency depending on soil type, weather, drainage, tree species, and weekly amounts of rainfall.
- (b) A complete record is to be kept of each series of waterings for all planted trees noting the location, and date of watering. This record shall be sent bi-weekly to the Contract Administrator.
- (c) The area in and around the planting site shall be watered to allow enough time for the water to penetrate the soil to a depth of 15 to 30cm.
- (d) Watering must be done slowly to ensure that water does not run away from the root zone and so the top 30cm of the soil around the root system of the tree are well saturated. The water stream must not gouge out a hole in the soil or mulch.
- (e) The Contractor shall provide a water supply, all costs to provide water for the watering operation and all associated costs shall be borne by the Contractor. These costs may include hydrant permit and meter rental fees.
- (f) Water shall be free of oils, acids, alkalis, salts and other substances that may be detrimental to plant growth. Water suitable for human consumption shall be acceptable without testing.
- (g) Water from rivers and streams shall not be used without prior approval of the Contract Administrator.
- (h) Should the Contract Administrator determine that water quality testing is necessary, an approved testing laboratory shall perform the test at the sole expense of the Contractor.

E13.9 MEASUREMENT AND PAYMENT

E13.9.1 Plantings and landscape Work shall be measured and paid for a unit price basis for the following pay items:

- (a) "Supply and Install Black Hills Spruce Tree" for each Black Hills Spruce tree supplied and installed in accordance with this specification.

- (b) "Supply and Install Daylily" for each Daylily supplied and installed in accordance with this specification.
- (c) "Supply and Install Limestone Boulder" for each limestone boulder supplied and installed in accordance with this specification.

E13.9.2 Finished landscape surfacing, including placement of additional topsoil and new cedar mulch shall be measured and paid for at a lump sum price for "Supply and Place Additional Topsoil and Cedar Mulch Surfacing", installed in accordance with this specification and for the area shown on drawing C02.2.

E13.9.3 Two (2) year maintenance shall be incidental to the supply and installation of all plantings and landscape boulders. The amount to be paid for shall be the total number of units supplied and installed and shall all labour, equipment and materials, and maintenance necessary to complete the Work.

E14. DEMOLITION OF EXISTING COMFORT STATION AT SALTER STREET AND SOUTHALL DRIVE

E14.1 DESCRIPTION

E14.1.1 This specification covers the demolition and disposal of the existing comfort station at Salter Street and Southall Drive.

E14.2 GENERAL

E14.2.1 An existing comfort station at Salter Street and Southall Drive shall be demolished and disposed of prior to construction of a new comfort station at this site.

E14.2.2 The Contractor shall be responsible for disconnecting all electrical, sewer, and water services prior to demolition of the existing building.

- (a) The Contractor shall coordinate with Manitoba Hydro for disconnection of existing electrical service and this shall be incidental to the Work under this specification.
- (b) Disconnecting and abandoning the existing water service connection shall be performed and paid at the lump sum price for it in accordance with specification section E6 of this tender.
- (c) Plugging and abandoning the existing wastewater sewer service connection shall be performed and paid at the lump sum price for it in accordance with specification section E7 of this tender.

E14.2.3 After all existing service connections are confirmed as disconnected, the Contractor shall demolish and dispose of the existing comfort station structure, including all interior and exterior furnishings and finishes and the existing foundation.

- (a) Disposal of the existing comfort station materials shall be off-site at a landfill as approved by the Contract Administrator.

E14.2.4 Site Demolition Works shall include removal and disposal of an existing wooden post and chain fence on the west side of the bus loop pavement surface at Salter Street and Southall Drive.

- (a) Disposal of the existing wooden posts and chain fence shall be off-site at a landfill as approved by the Contract Administrator.
- (b) Following removal of the posts, the contractor shall backfill the remaining post holes with compacted granular base course or sub-base material up to 50mm below finished grade, and the top with compacted topsoil and seed to finished grade.

E14.3 MEASUREMENT AND PAYMENT

E14.3.1 Demolition of Existing comfort station

- (a) Demolition and disposal of the existing comfort station structure at Salter Street and Southall Drive shall be measured on a lump sum basis and paid for at the Contract

Unit price for “Demolish & Dispose Existing Comfort Station Building”. The Contract Unit price shall include costs for all labour, materials, equipment, and materials required for this Work.

E14.3.2 Demolition of Existing Wood Post and Chain Fence

- (a) Demolition and disposal of the existing wooden post comfort station structure at Salter Street and Southall Drive shall be measured and paid at contract lump sum price for “Remove & Dispose Existing Wood Post and Chain Fence”, and it shall include costs for all labour, materials, equipment, and materials required for this Work.

E15. WORKING IN PROXIMITY TO MANITOBA HYDRO OVERHEAD AND UNDERGROUND TRANSMISSION LINES

E15.1 DESCRIPTION

E15.1.1 Contractor is responsible to meet with Manitoba Hydro prior to commencing construction to verify the working restrictions, equipment and material storage, and clearance requirements at all sites related to nearby underground or overhead transmission lines.

E15.1.2 The Contractor shall organize all safety watches that may be required.

E15.2 MEASUREMENT AND PAYMENT

E15.2.1 Manitoba Hydro safety watches and precautions required for working in proximity to Manitoba Hydro infrastructure shall not be measured or paid, and shall be considered incidental to the Work.

E16. ELECTRICAL WORKS - GENERAL

E16.1 DESCRIPTION

E16.1.1 This specification serves to clarify the electrical scope and separation between pay items for interior electrical fit-up Work for each comfort station and exterior electrical connection Work to a power source.

E16.2 GENERAL

E16.2.1 Specifications for installation of electrical works are provided on the electrical design drawings, unless noted otherwise.

E16.2.2 Additional electrical specification are provided in “Division 28 – Supplemental Instructions”, and the requirements in those specifications shall apply to the electrical Work.

E16.2.3 All comfort stations are designed to have a uniform interior fit-up for electrical infrastructure works, except the Silver Avenue/Murray Park Road comfort station, which will also include a high-level alarm system for the wastewater holding tank, which shall be included in the price the Contractor submits for the electrical component of the interior fit-up of the comfort station.

E16.2.4 For all sites the Contractor will need to coordinate with Manitoba Hydro to arrange for electrical service connection, and the Contractor’s efforts to do so shall be incidental to the Contractor’s Work. For some sites, Manitoba Hydro will supply and install an electrical service connection to the comfort station and the Contractor will need to allow Manitoba Hydro’s staff access to the site to install the connection. For location of a private service connection to an existing on-site transformer. A summary of the electrical service connections anticipated for each site are summarized below:

- (a) Seel Avenue at Southwest Rapid Transitway (Southeast Corner)
- (i) Manitoba Hydro to supply and install service connection directly to comfort station.
- (b) Sage Creek Boulevard (25m West of Burning Glass Road - South Side)

- (i) Contractor to supply and install new electrical service cable, conduit, and transformer from existing CSTE and transformer on private property at 50 Sage Creek Boulevard.
- (c) Raleigh Street at Knowles Avenue (Southeast Corner)
 - (i) Manitoba Hydro to supply and install service connection directly to Comfort station.
- (d) Redonda Street at Pandora Avenue (Bus Loop - Northeast Corner)
 - (i) Manitoba Hydro to supply and install service connection directly to Comfort station.
- (e) Silver Avenue/Murray Park Road at Sturgeon Road (West Side - Southwest Corner)
 - (i) Manitoba Hydro to supply and install service connection directly to Comfort station.
- (f) Salter Street at Southall Drive (Bus Loop - Northeast corner)
 - (i) Manitoba Hydro to supply and install service connection directly to Comfort station.
- (g) Old Commonwealth Path between Waterford Green Common & Keewatin Street (Mid-Block - North side)
 - (i) Contractor to supply and install new electrical service cable through an existing buried conduit complete with connection to existing electrical pedestal adjacent to nearby heated Transit shelter.

E16.3 MEASUREMENT AND PAYMENT

- E16.3.1 Supply and installation of all electrical equipment inside the comfort station structures, including connection point to the structure's electrical meter, shall be incidental to the Work, included in the lump sum unit price for "New Comfort Station Building" for each respective comfort station structure.
- E16.3.2 Manitoba Hydro safety watches and precautions required for working in proximity to Manitoba Hydro infrastructure shall not be measured or paid, and shall be considered incidental to the Work.
- E16.3.3 The Contractor's efforts for coordinating with Manitoba Hydro to arrange for supply and installation of an electrical meter and service connection to each site shall be incidental to the Work.
- E16.3.4 Additional exterior electrical service connection Work required to be performed by the Contractor on sites where Manitoba Hydro is only supplying the meter (i.e. Sage Creek Boulevard and Old Commonwealth Path), shall be paid for under the lump sum unit prices for the site-specific Work as follows:
 - (a) Sage Creek Boulevard (25m West of Burning Glass Road – South Side)
 - (i) Pay Item: "Electrical Service Conduit and Connection on Private Property — Existing Transformer and CSTE to Comfort Station".
 - (b) Old Commonwealth Path Station:
 - (i) Pay Item: "Exterior Electrical Service Connection from Electrical Pedestal to Comfort Station".

E17. BICYCLE RACKS

E17.1 DESCRIPTION

- E17.1.1 This specification covers the supply and installation of bicycle racks on the concrete bicycle rack pads at the new Redonda Street bus loop.
- E17.1.2 The Contractor shall be responsible for the supply, safe storage and handling of all bike racks supplied and installed in this Specification.

E17.1.3 Metal Work performed under this specification shall cover supply, fabrication, galvanizing, transportation, handling and installation of miscellaneous metal, including all miscellaneous metal elements and incidental component/fasteners, as specified herein.

E17.2 MATERIALS

E17.2.1 All materials supplied under this specification shall be of a type approved by the Contract Administrator and shall be subject to inspection by the Contract Administrator prior to installation.

E17.2.2 Products:

(a) Maglin 500 Series Bike Rack

- (i) Quantity: 8
- (ii) Colour: Blue (RAL 5005)
- (iii) Direct burial
- (iv) Or approved equal to the specifications above.
- (v) Contact:

- ◆ Jackie Nielsen, Maglin Site Furniture
P: 403-700-7498 (cell) or 1-800-716-5506 x 6020 (office)
E-mail: jackie.nielsen@maglin.com

E17.3 INSTALLATION

E17.3.1 The Contractor shall provide the Contract Administrator manufacturer shop drawings for the bike racks a minimum of six (6) weeks prior to installation for Contract Administrator's review and approval.

E17.3.2 Bike racks are to be installed on the two reinforced concrete bicycle pads to be constructed at the Redonda Loop site, with four bike racks per pad.

E17.3.3 Prior to installation the Contractor shall perform layout for the spacing of the bike racks on each bike rack pad in accordance with the Manufacturer's typical spacing requirements and as approved by the Contract Administrator.

E17.3.4 The bike racks are to be direct burial style, embedded into the concrete.

E17.3.5 The Contract Administrator shall have access to inspect the bike racks prior to installation, and the Contractor shall protect the bike racks from damage during pouring concrete and other construction activities.

E17.4 MEASUREMENT AND PAYMENT

E17.4.1 Supply and installation of bike racks will be measured and paid for at the Contract Unit Price for "Supply and Install Bike Racks" for each bike rack supplied and installed in accordance with this specification and the bike rack Manufacturer's requirements, as approved by the Contract Administrator, and shall include costs for all labour, materials, equipment, and materials required for this Work.

E18. REDONDA BUS LOOP LIGHTING

E18.1 DESCRIPTION

E18.1.1 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 other things necessary for and incidental to the satisfactory performance and completion of all Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

- (a) Light Pole bases, light poles and Luminaires
- (b) Buried Electrical conduit between Light Poles

E18.2 MATERIALS

E18.2.1 Product and quantities as indicated and specified on the Electrical Drawings.

E18.3 INSTALLATION

E18.3.1 Follow the details as shown on the Electrical Drawings at locations as indicated and specified on the Electrical Drawings.

E18.4 MEASUREMENT AND PAYMENT

E18.4.1 Site lighting will be measured and paid on a lump sum basis for "Supply and Install new Bus Loop Light Poles and Buried Electrical Wiring" and the price shall include all labour, equipment and materials and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator. Payment will not be provided until the Work has been certified completed to the satisfaction of the Contract Administrator.

E19. WASTEWATER HOLDING TANK

E19.1 DESCRIPTION

E19.1.1 This specification pertains to a wastewater holding tank required for the comfort station at Silver Avenue at Murray Park Road.

E19.2 GENERAL

E19.2.1 The Work under this section includes the supply and installation of a wastewater holding tank, complete with all required appurtenances, excavation, bedding, backfill, and connections.

E19.2.2 The Contractor shall provide all labour, materials, equipment, and supervision necessary to complete the installation in accordance with the drawings, this specification, and applicable codes.

E19.2.3 The holding tank shall be watertight, corrosion-resistant, and suitable for buried installation in the specified site conditions.

E19.3 LICENSING AND PERMITS

E19.3.1 The Contractor shall ensure that all wastewater holding tank installation Work is performed by an installer certified under the Province of Manitoba Onsite Wastewater Management Systems Regulation (MR 83/2003), administered pursuant to The Environment Act.

E19.3.2 The Contractor shall be responsible for obtaining all required permits and approvals from Manitoba Environment and Climate Change, including submission of the Application to Register a Holding Tank on behalf of the City of Winnipeg.

E19.3.3 No installation Work shall commence until written authorization has been issued by the Province. The Contractor shall provide copies of all permits and authorizations to the Contract Administrator prior to proceeding with construction.

E19.4 MATERIALS

E19.4.1 Holding tank shall be constructed of reinforced precast concrete or approved equivalent (e.g., fiberglass, polyethylene), designed for underground use.

E19.4.2 Capacity: 12,000L.

E19.4.3 Tank shall include:

- (a) Inlet connections sized per design drawings.
- (b) Access manhole with lockable, traffic-rated covers.
- (c) Vent piping provisions.

- (d) Lifting points for safe handling.
- (e) Rated for 2.4m depth of cover to top of tank.

E19.5 Contractor shall submit shop drawings for review and approval by the Contractor Administrator.

E19.6 INSTALLATION

- E19.6.1 Excavation shall be carried out to the dimensions shown on the drawings, with allowance for bedding and backfill.
- E19.6.2 Bedding shall consist of compacted granular material, minimum 150 mm thickness, free of organic matter or debris, unless specified otherwise by the tank manufacturer.
- E19.6.3 Tank shall be lowered into place using appropriate lifting equipment as permitted by the manufacturer, ensuring level placement and alignment with inlet/outlet piping.
- E19.6.4 Backfill shall be clean crushed stone or clean pea gravel as specified and permitted by the manufacturer.
- E19.6.5 Contractor shall install inlet piping and manhole risers as shown in the design drawings.
- E19.6.6 All penetrations shall be sealed watertight.
- E19.6.7 Contractor shall use a licensed holding tank installer permitted to install tanks

E19.7 TESTING AND INSPECTION

- E19.7.1 Holding tank shall be tested for watertightness prior to backfilling, using hydrostatic leakage testing as specified by the manufacturer.
- E19.7.2 Contractor shall provide access for inspection by the Contract Administrator prior to backfill.
- E19.7.3 Any deficiencies shall be corrected at the Contractor's expense

E19.8 MEASUREMENT AND PAYMENT

- E19.8.1 Supply and installation of the wastewater holding tank shall be measured on a lump sum basis for "Supply and Install new Wastewater Holding Tank", and shall include all labour, materials, equipment, excavation, bedding, backfill, piping connections, testing, and commissioning.

E20. 50 SAGE CREEK BOULEVARD – ADDITIONAL REQUIREMENTS

E20.1 DESCRIPTION

- E20.1.1 This specification defines additional requirements applicable to the Work undertaken at 50 Sage Creek Boulevard.

E20.2 GENERAL

- E20.2.1 The comfort station at 50 Sage Creek Boulevard is located on private property.
- E20.2.2 The Contractor shall coordinate all Work on the private property with the Contract Administrator, who will communicate with the Property Owner as required. The Contractor shall conduct all activities on the private property in a manner that minimizes disruption to the Property Owner's operations.
- E20.2.3 Any Work required within the parking lot on the private property at 50 Sage Creek Boulevard shall be limited to Monday through Thursday.
 - (a) No open excavations or construction activities are permitted on the private property from Friday through Sunday due to high parking-lot usage on weekends.

- E20.2.4 The site is adjacent to a garbage collection bin enclosure that is accessed through the parking lot on the private property. The Contractor shall maintain unobstructed access to the bin enclosure at all times.
- E20.2.5 Primary access to the site for construction activities shall be from the adjacent Sage Creek Boulevard municipal right-of-way. Access through the private-property parking lot is permitted only for Work required to install electrical conduit and electrical service components within the parking lot.
- E20.2.6 The site is adjacent to a garbage collection bin enclosure that is accessed through the parking lot on the private property. The Contractor shall not obstruct access to the bin enclosure.
- E20.2.7 Construction access to the site requires crossing the adjacent City sidewalk. The Contractor shall minimize the duration of any sidewalk closures. When temporary closures are required, they shall comply with the City's Manual for Temporary Traffic Control and shall reopen the sidewalk for public use at the end of each Work day.
- E20.3 ELECTRICAL SERVICE CONNECTION INSTALLATION
- E20.3.1 The electrical service connection for the new facility shall be made to the existing on-site Customer Service Termination Enclosure (CSTE) and transformer located on the private property at 50 Sage Creek Boulevard, as shown on the Drawings.
- E20.3.2 Before commencing any electrical service installation on the private property, the Contractor shall obtain all required private-property utility locates, including but not limited to electrical, communications, and any other privately owned underground infrastructure.
- E20.3.3 The final alignment of the electrical service conduit within the private-property parking lot shall be determined in the field in consultation with the Contract Administrator and the Property Owner, with the objective of minimizing crossings of existing underground utilities.
- E20.3.4 The electrical service conduit and related buried components within the private-property parking lot shall be installed using trenchless methods, unless otherwise approved by the Contract Administrator.
- E20.3.5 The Contractor shall expose all existing utility crossings along the final agreed upon alignment by hydro excavation prior to installing the electrical service conduit. This exposure is required to confirm the exact location and elevation of the utilities and to prevent damage during trenchless installation.
- E20.3.6 Hydro-excavated daylighting holes shall be kept to the minimum size required to safely expose the utility. All daylighting holes shall be square or rectangular in shape, cleanly saw-cut along their edges to maintain a neat, uniform shape and to facilitate proper restoration.
- E20.3.7 Restoration of disturbed surfaces on the private property shall comply with the following:
- (a) All surfaces disturbed during electrical service installation, including hydro-excavation daylighting holes and any areas affected by trenchless operations, shall be restored to their original condition.
 - (b) Restoration shall include saw-cutting to square edges, reinstating asphalt or concrete to match existing materials and thicknesses, reinstating granular base as required, and repainting any affected pavement markings.
 - (c) Restoration of any required excavations in sidewalk shall be full sidewalk panel restorations to the nearest adjacent sidewalk joints, as directed by the Contract Administrator.
 - (d) All restoration on the private property shall be subject to the approval of the Contract Administrator and acceptable to the Property Owner.
 - (e) Initial backfill of utility excavations on the private property shall be with flowable cement-stabilized fill in accordance with CW 2160, unless directed otherwise by the Contract Administrator.

- (f) Temporary surface restorations on the private property shall not remain in place for more than 14 days.
 - (i) During this period, all temporary restorations shall be kept in a safe, stable, and maintainable condition suitable for ongoing parking-lot use.
 - (ii) Permanent restoration shall be completed within the 14-day period unless otherwise approved by the Contract Administrator in consultation with the Property Owner.

- E20.3.8 The Contractor shall coordinate any temporary shutdown of electrical transformer to connect the service to the CSTE and energize the new service connection subject to the following:
- (a) Temporary shutdown shall be scheduled for an overnight period ending on a Monday or Tuesday morning.
 - (b) The Contractor shall coordinate the shutdown with Manitoba Hydro and the Property Owner and shall schedule the shutdown a minimum of four weeks in advance.
 - (c) The shutdown shall be planned and executed so as not to disrupt the operations of adjacent businesses on the property.
 - (d) The Contractor shall be responsible for all costs associated with arranging, scheduling, performing, the shutdown.
 - (e) The Contractor shall provide written confirmation of the scheduled shutdown from the Manitoba Hydro to the Contract Administrator prior to the shutdown date.

- E20.3.9 The Contractor shall coordinate any temporary shutdown of the electrical transformer facilitate connection of the new service to the CSTE subject to the following:
- (a) Temporary shutdown shall be scheduled for an overnight period ending on a Monday or Tuesday morning.
 - (b) The Contractor shall coordinate the shutdown with Manitoba Hydro and the Property Owner and shall schedule the shutdown a minimum of four weeks in advance.
 - (c) The shutdown shall be planned and executed so as not to disrupt the operations of adjacent businesses on the property.
 - (d) The Contractor shall be responsible for all costs associated with arranging, scheduling, performing, the shutdown.
 - (e) The Contractor shall provide written confirmation of the scheduled shutdown from the Manitoba Hydro to the Contract Administrator prior to the shutdown date.

E20.4 EXTERIOR BUILDING COLOUR

- E20.4.1 The comfort station at 50 Sage Creek Boulevard has different exterior building colours than the other comfort stations.
- (a) The Contractor shall ensure the colours for the materials used at 50 Sage Creek Boulevard match the colours identified on the building and structural drawings. located on private property.

E20.5 MEASUREMENT AND PAYMENT

E20.5.1 Hydro-Excavation Test Holes at Existing Utility Crossings

- (a) Hydro-excavation test holes to expose existing buried utilities on the 50 Sage Creek Boulevard property shall be measured and paid for on a unit price basis for "Hydro-Excavation Test Hole at Existing Utility Crossings", and shall include all labour, equipment, and materials necessary to perform the Work, including saw-cutting the pavement or sidewalk to create clean edges prior to performing hydro-excavation. The cost to obtain private utility locates in advance shall be incidental the Work.

E20.5.2 Backfill and Restoration of Hydro-Excavation Test Holes

- (a) Backfill and restoration of hydro-excavation test holes at existing utility crossings on the private property at 50 Sage Creek Boulevard will be measured and paid on a unit-price basis under "Backfill and Restoration of Hydro-Excavation Test Holes," per test hole. Payment includes all labour, equipment, and materials required to backfill the test hole with cement-stabilized fill prior to surface restoration.
 - (i) Surface restoration of asphalt parking lot surfaces above the cement-stabilized backfill for test holes on the private property at 50 Sage Creek Boulevard is incidental to the Work. Asphalt restoration shall be Type 1A asphalt in accordance with the City of Winnipeg Standard Construction Specifications.
 - (ii) Surface restoration of concrete sidewalk above the cement-stabilized backfill for test holes on the private property at 50 Sage Creek Boulevard will be paid under the Contract Unit Price for "100 mm Type 1 Concrete Sidewalk – 5 sq.m. to 20 sq.m." to the limits directed by the Contract Administrator. Removal and disposal of additional concrete sidewalk beyond the size of the test hole is incidental to the Work.

E20.5.3 Electrical Service Conduit and Connection on Private Property

- (a) The installation of electrical service connection and conduit from the on-site CSTE and transformer to the new comfort station shall be measured and paid for on a lump sum basis for "Private Electrical Service Connection and Conduit on Private Property — Existing Transformer and CSTE to Comfort Station", and shall include all labour, equipment, and materials necessary to complete the Work, including, but not necessarily limited to:
 - (i) Supply and install Electrical conduit and service connection wiring installed via trenchless methods, assuming the alignment shown on the electrical drawings, which is approximately 120m.
 - (ii) Supply and installation of new pad-mount transformer southwest of new comfort station and connection and wiring from it to the new comfort station;
 - (iii) New service connection to existing CSTE and transformer, including coordination with Manitoba Hydro and the property owner of 50 Sage Creek Boulevard for any overnight temporary power shutoff necessary to facilitate service connection to the CSTE and transformer;
 - (iv) Restoration of any pavement, curb & gutter, sidewalk and landscaping disturbed adjacent to the existing CSTE during install of the conduit and connection at the CSTE;

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> ;or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 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. The applicant shall:
- (a) Provide the original Police Information Check (Form P–612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.