



THE CITY OF WINNIPEG

TENDER

TENDER NO. 146-2026

2026 WATER MAIN RENEWALS – CONTRACT 1

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2026 WATER MAIN RENEWALS – CONTRACT 1

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 29th, 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.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.
- 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) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - Security Clearance.

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

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available 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 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 installation of water mains on Munroe Avenue all within the City of Winnipeg.

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

- (a) Installation of approximately 877.7m of 300mm diameter PVC water main pipe by trenchless method;
- (b) Abandonment of existing water mains as required;
- (c) Removal/abandonment of existing hydrant assemblies and gate valves as required;
- (d) Installation of valves and hydrant assemblies;
- (e) Reconnection or renewal of water service connections; and
- (f) Restoration of pavement and boulevard areas.

D2.3 The following shall apply to the Work:

- (a) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Mike Agliam, C.E.T.
Technologist
City of Winnipeg
Water & Waste Department
Telephone No. 204 986-8639
Email Address magliam@winnipeg.ca

D3.2 At the pre-construction meeting, the Contract Administrator 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 two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, contractual 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) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D8.4 The Contractor shall provide:

- (a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

- (b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract prior to the commencement of any Work on the Site.

- D8.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

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. DETAILED WORK SCHEDULE

D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.

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

(a) a Gantt chart for the Work;

all acceptable to the Contract Administrator.

D11.3 Further to D11.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D12. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

D12.1 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.

D12.2 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.
- D12.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D12.4 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
- D12.5 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.
- D12.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D12.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D12.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
- D12.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 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.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in 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 Detailed Work Schedule specified in D11;
 - (viii) the Requirements for Site Accessibility Plan specified in D12;
 - (ix) the security clearances specified in F1; and
 - (x) 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.

D13.3 Commencement of the Work shall be at the discretion of the Contractor provided the commencement date will allow the achievement of the Substantial Performance of the work in accordance with D14 and Total Performance of the Work in accordance with D15.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance within fifty (50) consecutive Working Days of the commencement of the Work as specified in D13.

D14.2 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.

D14.3 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.

D15. TOTAL PERFORMANCE

D15.1 The Contractor shall achieve Total Performance within sixty (60) consecutive Working Days of the commencement of the Work as specified in D13.

D15.2 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.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 If the Contractor fails to achieve, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – Two thousand dollars (\$2000.00);
- (b) Total Performance – Seven hundred fifty dollars (\$750.00).

D16.2 The amounts specified for liquidated damages in D16.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Substantial Performance or Total Performance by the days fixed herein for same.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D17. SCHEDULED MAINTENANCE

D17.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Landscaping as specified in CW 3510;

D17.2 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

D18. JOB MEETINGS

D18.1 Regular bi-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.

D18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D19.1 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).

D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D20.1 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.

PAYMENT

D21. PAYMENT

D21.1 Further to E3, no payment will be made for Cash Allowances other than as set out in E3.4.

D22. WATER USED ON CITY OF WINNIPEG CONSTRUCTION PROJECTS

D22.1 Further to Section 3.7 of CW 1120, charges incurred for the permit and water meters shall be paid for by the Contractor when taken out. The Contractor shall forward the invoice to the Contract Administrator for reimbursement. The billing for water usage sent to the Contractor shall be forwarded to the Contract Administrator for payment. The Tender number shall be noted on each permit.

D23. FUEL PRICE ADJUSTMENT

D23.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;

- (a) where the price of fuel has increased - $((CFI/BFI)-1.15) \times Q \times FF$; and
- (b) where the price of fuel has decreased - $((CFI/BFI)-0.85) \times Q \times FF$; where
 - (i) BFI = base fuel index
 - (ii) CFI = current fuel index
 - (iii) FF = fuel factor
 - (iv) Q = monetary value of Work applied in the calculation.

D23.1.1 Eligible Work will be determined in accordance with D23.5.

D23.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published "Monthly average retail prices for gasoline and fuel by geography" for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.

D23.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.

D23.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.

D23.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.

D23.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.

D23.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance/Critical Stages except where those dates/Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance/Critical Stages.

D23.5 The Fuel Factor (FF) rates will be set as follows:

- (a) The Fuel Factor rate shall be set at 1.2% of the monetary value of all Work based on unit prices.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D24.1.1 For the purpose of contract security, the warranty period shall be one (1) year.

INDEMNITY

D25. INDEMNITY

D25.1 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>Drawing No.</u>	<u>Drawing Name/Title</u>
D-17465	Cover Sheet
D-17466	Drawing Index, Design Notes, Legend, & Abbreviations
D-17467	Munroe Avenue – Grey Street to 115m E of Grey Street
D-17468	Munroe Avenue – 115m E of Grey Street to 265m E of Grey Street
D-17469	Munroe Avenue – 265m E of Grey Street to 435m E of Grey Street
D-17470	Munroe Avenue – 435m E of Grey Street to 605m E of Grey Street
D-17471	Munroe Avenue – 605m E of Grey Street to 780m E of Grey Street
D-17472	Munroe Avenue – 780m E of Grey Street to 920m E of Grey Street

GENERAL REQUIREMENTS

E2. PROVISIONAL ITEMS

- E2.1 The Provisional Items listed in the Schedule of Prices are part of the Contract.
- E2.2 The Contractor shall not perform Work included in the Provisional Items without prior authorization from the Contract Administrator. All Work included in the Provisional Items will be carried out within the construction areas shown on the drawings.
- E2.3 Notwithstanding C:7, the City reserves the right to diminish all or any portion of the items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

E3. CASH ALLOWANCE FOR ADDITIONAL WORK

- E3.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:
- (a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.
- E3.2 A cash allowance has been included on Form B: Prices.

- E3.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.
- E3.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.
- E3.5 Additional services and/or Work will not be initiated for:
- (a) Reasons of lack of performance or errors in execution.
 - (b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.
- E3.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.
- E3.7 Material Mark-Up Factors in accordance with C7:
- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
 - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
 - (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
 - (d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%)
 - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);
 - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
 - (e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
 - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.
 - (ii) In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

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. PROTECTION OF EXISTING TREES

- E5.1 Take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area. Contact the City of Winnipeg Forestry Branch at 204-986-2004 if you require further information on these specifications:
 - (a) For trees greater than 100 mm in diameter, attach wood strapping material having a minimum thickness of 25 millimetres and minimum length of 2440 millimetres around tree trunks in a manner that will not harm the trees. Do not use nails or other fasteners that penetrate into trees. The width of strapping should suit the size of the tree being protected. Length of strapping may be reduced to suit tree being protected as approved by the Contract Administrator.
 - (b) For trees less than 100 mm in diameter, install snow fencing around the tree to a 2.0 meter radius complete with installation hardware. The 2.0 meter radius of the snow fencing may be reduced to suit the tree being protected as approved by the Contract Administrator.
 - (c) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of the trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposit on areas where trees are located.
 - (d) Repair, replace and maintain tree protection material during construction of the Work.
 - (e) Remove snow fencing and strapping material without harming trees as soon as the construction and restoration work is complete.
- E5.2 Obtain approval from the Contract Administrator to excavate within 2.0 meters of a tree.
- E5.3 Excavate in a manner to minimize damage to root systems. Keep exposed roots in excavations and trenches moist or shaded.
- E5.4 Prune exposed roots with equipment such as trenchers, chain saws, root cutters or other methods acceptable to the Contract Administrator in a manner that will leave a neat, clean root end.

- E5.5 Take precautions to ensure tree limbs overhanging the Site are not damaged by construction equipment. Consult the Forestry Branch on pruning of overhanging or damaged limbs and branches and other unanticipated problems with trees during construction of the Works.
- E5.6 Elm trees are not to be pruned between April 1st and August 1st under provisions of The Dutch Elm Disease Act.
- E5.7 All damage to existing trees caused by the Contractor's activities shall be repaired as required by the Contract Administrator and the Forestry Branch. Damages must be repaired by an individual with a Manitoba Arborist license or by the Forestry Branch.
- E5.8 The Forestry Branch will remove and replace any trees deemed to have died or that are dying due to damage from carelessness during construction. Removal and replacement costs will be determined by size and market price. The market price will be a comparable transplantable tree of the same or different species or may be the appraised value of the existing tree, as determined by an evaluation procedure presently used by Forestry Branch in conjunction with City Claims Branch. The evaluation procedure is in accordance with current International Society of Arboriculture evaluation procedure.
- E5.9 Protection of existing trees, repair of trees, and pruning of overhanging or damaged limbs will not be measured for payment and will be included with Underground or Surface Works. Removal and replacement of existing trees by the Forestry Branch deemed to have died or that are dying due to damage from carelessness during construction will be at the contractor's cost and will be invoiced or deducted from any payments owing.

E6. RESTORATIONS

- E6.1 Further to Section 3.3 of CW 1130 of the General Requirements, permanent surface restorations including all sodding and pavement works for each renewal shall be completed within ten (10) Working Days from the date that the renewal is completed on each street.
- E6.2 Where excavations are to be restored with 24-hour early opening concrete as requested by the Contract Administrator, the Contractor shall make it their first priority to; backfill the excavation; pour the 24-hour concrete; where required, lay asphalt as soon as the 24-hour curing period is up and open the closed lane to traffic.

E7. WATER SERVICE INTERRUPTIONS TO BUSINESSES, SCHOOLS AND APARTMENT BUILDINGS

- E7.1 Further to CW 1120 clause 3.6, should the Contract Administrator required that work be carried out on evenings, nights, weekends or Public Holidays where required to minimize water service interruptions on this project, the Contractor shall comply without additional compensation being considered to meet the requirement.
- E7.2 Water shutdowns to businesses will be arranged by the Contractor in consultation with the business owner. Shutdowns shall be scheduled in accordance with these discussions, and the Contractor shall contact the affected buildings a minimum of five (5) business days prior to any anticipated service interruption.
- E7.3 The Contractor shall be required to submit a written work plan to the Contract Administrator a minimum of five (5) Business Days prior to any construction activities to illustrate how the work will be performed to minimize or eliminate water shutdowns on this project. The plan will be reviewed by the Contract Administrator and revised by the Contractor as required.
- E7.4 Further to CW 1120 clause 3.6.4, adequately sized temporary pressurized water supply shall mean sized such that the building is able to continue with normal day to day operations, with water pressure being maintained on all floors of the property.

E7.5 Coordination of water service interruptions with property owners, and measures taken to minimize water service disruptions shall be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E8. TEMPORARY PRESSURIZED WATER SUPPLY

E8.1 Further to CW 2110 clause 3.25.4, where a building or residence does not have an operable outside hose bib to connect a temporary water service, the Contractor shall make arrangements with the owner of the building or resident for an alternate connection location. If an alternate connection location cannot be coordinated with the owner of the building or resident, the Contractor shall connect a temporary water service line to the existing building water service pipe.

E8.2 All costs for coordination and installation of an alternate connection location, including but not limited to repair/replacement of existing hose bib, installation of new hose bib, connection to existing building plumbing, connection to existing building water service pipe, and any required restoration work upon removal of any temporary pressurized water supply shall be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E9. CONNECTING TO EXISTING WATER SERVICES

E9.1 This specification shall amend Clause 4.22 of CW 2110.

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

E10. WORK PRACTICES ON ASBESTOS CEMENT PIPE

E10.1 Further to C6.29(d), the Contractor's attention is directed to the possible health dangers associated with working with asbestos cement pipe and all work associated with the existing AC watermains shall conform to the following publications:

- (a) "Work Practices for Asbestos-Cement Pipe", AWWA No. M16, published by the American Water Works Association; and
- (b) "Recommended Work Practices for AC Pipe", 1977, published by the AC Pipe Producers Association.

E10.1.2 The Contractor shall state in the "job specific safe work plan" the proposed procedure for working on AC Pipe. The Contractor shall also provide proof of asbestos handling training or certification.

E11. STREET CONDITION AND PERMANENT PAVEMENT RESTORATION

E11.1 The Contractor shall follow the City of Winnipeg Street By-law No. 1481/77 and current revision of the City of Winnipeg "Street Cuts Manual" found at <https://legacy.winnipeg.ca/publicworks/permitsApprovals/pdf/Street-Cuts-Manual.pdf> and for all pavement restoration unless otherwise shown on the drawings or specifications or as directed by the Contract Administrator.

E11.2 All street segments within the work area impacted by the Work as determined by the Contract Administrator shall be maintained and restored with the following additional requirements.

- (a) Review and record the condition of each street segment with the Contract Administrator and a City Representative from Public Works prior to the initiation of Work.

The street material and condition within the project work area are classified as follows:

Street	Block	Pavement Type	Condition
Munroe Avenue	Grey Street to 812m E of Grey Street	Asphalt over concrete	Poor
Munroe Avenue	812m E of Grey Street to 920m E of Grey Street	Asphalt over concrete	Fair

E11.3 Measurement and Payment

(a) Partial Slab Patches

- (i) Partial Slab Patches shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "Partial Slab Patches" at the applicable thickness, as identified in Form B. Payment shall include all materials and labour required to complete the work as specified.
- (ii) All cost incurred for sub base and base course materials shall be included in the unit price for "Partial Slab Patches".
- (iii) No separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices bid for Partial Slab Patches.

(b) Miscellaneous Concrete Slab Renewal

- (i) Miscellaneous Concrete Slab Renewal shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "Miscellaneous Concrete Slab Renewal" for the specified concrete slab type, as identified in Form B. Payment shall include all materials and labour required to complete the work as specified.
- (ii) All cost incurred for sub base and base course materials shall be included in the unit price for "Miscellaneous Concrete Slab Renewal".
- (iii) No differentiation will be made for the size of the Miscellaneous Concrete Slab Renewal being installed.

(c) Concrete Curb Renewals

- (i) Concrete Curb Renewals shall be measured on a linear meter basis and paid for at the Contract Unit Price per linear meter for "Concrete Curb Renewal" for the specified curb type, as identified in Form B. Payment shall include all materials and labour required to complete the work as specified.
- (ii) All cost incurred for sub base and base course materials shall be included in the unit price for "Concrete Curb Renewal".
- (iii) No separate measurement or payment will be made for curb ramp tie bars, the cost for which shall be included in the prices bid for Concrete Curb Renewals.
- (iv) No differentiation will be made for the length of the Concrete Curb Renewals being installed.

(d) Asphaltic Concrete Patches

- (i) Asphaltic Concrete Patches shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "Asphaltic Concrete Patches". Payment shall include all materials and labour required to complete the work as specified.
- (ii) All cost incurred for sub base and base course materials shall be included in the unit price for "Asphaltic Concrete Patches".
- (iii) No differentiation will be made for the length or width of the Asphaltic Concrete Patch being installed.

E12. CROSS-LINKED POLYETHYLENE (PEXA) WATER SERVICE PIPE

E12.1 Cross-Linked Polyethylene (PEXa) water service pipe may be used as a direct replacement for copper water service pipe. The following conditions apply to PEXa water service pipe:

- (a) Approved Cross-Linked Polyethylene (PEXa) water service pipe is Rehau Municipex.
- (b) Cross-Linked Polyethylene (PEXa) water service piping is not to be installed in any locations where the depth of cover is less than 2.1m
- (c) Tracer wire is not required for standard Cross-Linked Polyethylene (PEXa) water service piping installations; however, the Contract Administration reserves the right to request tracer wire in locations where it is deemed necessary.
- (d) Installation of Cross-Linked Polyethylene (PEXa) water service pipe shall conform to the most current revisions of the City of Winnipeg Standard Construction Specifications, CW2110, and SD-012 as applicable.

E12.2 Measurement and Payment

- (a) No separate measurement or payment will be made for Cross-Linked Polyethylene (PEXa) water service pipe as a replacement for copper water service pipe. Water services shall be measured and paid for at the Contract Unit Price for "Water Services" at the applicable size, as identified in Form B.
- (b) No separate measurement or payment will be made for tracer wire installed with Cross-Linked Polyethylene (PEXa) water service pipe if requested to be installed in accordance with E13.1(c).

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone;
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or .
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- F1.3 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 such Work.
- F1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.5 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.
- F1.6 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 specified in F1.1.