



THE CITY OF WINNIPEG

TENDER

TENDER NO. 993-2022

2022 WATER MAIN RENEWALS – CONTRACT 15

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form G1: Bid Bond and Agreement to Bond

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	4
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	7
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	8
B18. Evaluation of Bids	8
B19. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Form of Contract Documents	1
D3. Scope of Work	1
D4. Site Investigation Due Diligence and Risk	1
D5. Contract Administrator	2
D6. Contractor's Supervisor	2
D7. Accessible Customer Service Requirements	2
D8. Unfair Labour Practices	2
D9. Furnishing of Documents	3

Submissions

D10. Authority to Carry on Business	3
D11. Safe Work Plan	3
D12. Insurance	4
D13. Contract Security	4
D14. Subcontractor List	5
D15. Equipment List	5
D16. Detailed Work Schedule	5
D17. Requirements for Site Accessibility Plan	5

Schedule of Work

D18. Commencement	6
D19. Work By Others	7
D20. Working Days	7
D21. Schedule Restrictions	8
D22. Substantial Performance	8

D23. Total Performance	8
D24. Liquidated Damages	9
D25. COVID-19 Schedule Delays	9
D26. Scheduled Maintenance	9
Control of Work	
D27. Job Meetings	10
D28. Traffic Management and Maintenance of Access	10
D29. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	11
D30. The Workplace Safety and Health Act (Manitoba) – Qualifications	11
Measurement and Payment	
D31. Payment	11
D32. Water Used on City of Winnipeg Construction Projects	11
D33. Fuel Price Adjustment	12
Warranty	
D34. Warranty	12
Dispute Resolution	
D35. Dispute Resolution	13
Third Party Agreements	
D36. Funding and/or Contribution Agreement Obligations	14
Form H1: Performance Bond	17
Form H2: Labour and Material Payment Bond	19
Form J: Subcontractor List	21
PART E - SPECIFICATIONS	
General	
E1. Applicable Specifications and Drawings	1
E2. Provisional Items	1
General Requirements	
E3. Shop Drawings	3
E4. Office Facilities	3
E5. Traffic Control	4
E6. Protection of Existing Trees	5
E7. Working Around Manitoba Hydro Poles	5
E8. Water Service Interruptions to Businesses and Apartment Buildings	6
E9. Connecting to Existing Water Services	6
E10. Work Practices on Asbestos-Cement Pipe	6
E11. Hydro-Excavation	7
E12. Water Quality Testing	7
E13. Temporary Surface Restoration	7
E14. Permanent Restoration	8
PART F - SECURITY CLEARANCE	
F1. Security Clearance	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2022 WATER MAIN RENEWALS – CONTRACT 15

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 9, 2023.

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

B3. SITE INVESTIGATION

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

B3.2 The Bidder/Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid/Proposal 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 D5.1.

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

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

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

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

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

B5. CONFIDENTIALITY

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

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

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

B6. ADDENDA

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

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

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

B6.4 The Bidder is responsible for ensuring that 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 D5.

B7. SUBSTITUTES

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

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

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

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

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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 D36. Any such costs shall be determined in accordance with D36.
- 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 C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2** Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of 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, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

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

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D7);
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

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

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. BID SECURITY

- B14.1 The Bidder shall include in 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 on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.

- B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw 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 there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in 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 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.
- B18.4.2 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.

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 D36 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 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. FORM OF CONTRACT DOCUMENTS

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

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of the installation of new water mains on Ashland Avenue, Balfour Avenue, Clare Avenue, Hay Street and Fisher Street within the City of Winnipeg.

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

- (a) Installation of approximately 1835 meters of 150-200 mm PVC water main pipe and related appurtenances by trenchless methods;
- (b) Abandonment of existing water mains as required;
- (c) Removal/abandonment of existing hydrant assemblies and gate valves as required;
- (d) Installation of new valves and hydrant assemblies;
- (e) Reconnection and/or renewal of water service connections;
- (f) Restoration of pavement and boulevards.

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is Morrison Hershfield Ltd., represented by:
Nathan Kehler, P.Eng.
Municipal Engineer

Telephone No. 204-977-8370
Email Address nkebler@morrisonhershfield.com

D5.2 At the pre-construction meeting, Mr. Kehler will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D9. FURNISHING OF DOCUMENTS

- D9.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. SAFE WORK PLAN

- D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D11.3 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.

D12. INSURANCE

D12.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$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.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D12.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D13. CONTRACT SECURITY

D13.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

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

D13.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

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

- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D13.1(b).

D13.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D13.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D13.2 The Contractor shall provide the Contract Administrator identified in D5 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D13.3 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 D13.1(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.

D14. SUBCONTRACTOR LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, if applicable.

D15. EQUIPMENT LIST

D15.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D16. DETAILED WORK SCHEDULE

D16.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.

D16.2 The detailed work schedule shall consist of the following:

- (a) A Gantt chart for the work

All acceptable to the Contract Administrator

D16.3 Further to D16.2(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.

D17. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

D17.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

- D17.2 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.
- D17.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D17.4 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
- D17.5 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.
- D17.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D17.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D17.8 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.
- D17.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D18. COMMENCEMENT

- D18.1 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.

- D18.2 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 D10;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D11;
 - (iv) evidence of the insurance specified in D12;
 - (v) the contract security specified in D13;
 - (vi) the Subcontractor list specified in D14;
 - (vii) the equipment list specified in D15;
 - (viii) the detailed work schedule specified in D16;
 - (ix) the Requirements for Site Accessibility Plan specified in D17; and
 - (x) the direct deposit application form specified in D31.
 - (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.
- D18.3 Commencement of the Work shall be at the discretion of the Contractor provided the commencement date will allow the achievement of Substantial Performance of the Work in accordance with D22, and Total Performance of the Work in accordance with D23.
- D18.3 The City intends to award this Contract by April 21, 2023.
- D18.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D19. WORK BY OTHERS

- D19.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.
- D19.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) St. Vital Twin Bridge Over the Red River Rehabilitation and Related Works (Tender No. 615-2022)
- D19.2.1 Further to D19.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others identified in D19.1 and accommodate the necessary area on Site required for the Work by Others to complete the Work

D20. WORKING DAYS

- D20.1 Further to C1.1(tt), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D20.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.

- D20.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D20.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.
- D20.5 Notwithstanding C1.1(tt), if the Contractor chooses to work on a Saturday, Sunday, or statutory or civic holiday and is able to complete at least seven (7) hours of work during the period between 7:00 a.m. Winnipeg time or the time the Contractor's operations normally commence, whichever is earlier, and 7:00 p.m. Winnipeg time the day shall be considered a Working Day.

D21. SCHEDULE RESTRICTIONS

D21.1 School Zones

- D21.1.1 All work located in the following school zones shall be undertaken outside of normal school operating hours, nominally during the months of July and August 2023.
- (a) Ashland Ave from Fisher St to Mable St;
 - (b) Balfour Ave from Fisher St to Mable St;
 - (c) Fisher St from Ashland Ave to Balfour Ave.

D22. SUBSTANTIAL PERFORMANCE

- D22.1 The Contractor shall achieve Substantial Performance within eighty (80) consecutive Working Days of the commencement of the Work as specified in D18, or by September 1, 2023, whichever comes first.
- D22.2 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.
- D22.3 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.

D23. TOTAL PERFORMANCE

- D23.1 The Contractor shall achieve Total Performance within ninety (90) consecutive Working Days of the commencement of the Work as specified in D18, or by September 15, 2023, whichever comes first.
- D23.2 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.
- D23.3 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.

D24. LIQUIDATED DAMAGES

- D24.1 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 (\$2,000);
 - (b) Total Performance – Seven Hundred Fifty dollars (\$750).
- D24.2 The amounts specified for liquidated damages in D24.1 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.
- D24.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D25. COVID-19 SCHEDULE DELAYS

- D25.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D25.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D25.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D25.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D25.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D25.5 The Work schedule, including the durations identified in D20 to D23 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D25.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D25.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D26. SCHEDULED MAINTENANCE

- D26.1 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 CW3510.

- D26.2 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

D27. JOB MEETINGS

- D27.1 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.
- D27.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D28. TRAFFIC MANAGEMENT AND MAINTENANCE OF ACCESS

- D28.1 Traffic Control shall be carried out in accordance with Section 3.7 of CW 1130.
- D28.2 Further to D28.1, should the Contract Administrator require that Work on a Regional Street be carried out at night, on Sundays, on public holidays or that Work be restricted or suspended during peak traffic hours, the Contractor shall comply without any additional compensation being considered to meet these requirements.
- D28.3 Regional Streets in this Contract are:
- (a) Osborne Street
- D28.4 Traffic control on Regional Streets during construction shall be as follows pending approval from Traffic Management:
- (a) Osborne Street
 - (i) NOTE: Adjacent work on the St Vital Bridge Rehabilitation project (Tender 615-2022) and associated road construction works may impact traffic on Osborne Street, and will limit the availability for lane closures, see D19.2. The Contractor is advised to plan any and all work without the use of a lane on Osborne Street, as lane closures may not be available during the construction period for this Contract.
 - (ii) Should a lane closure on Osborne Street be necessary, the following conditions shall apply:
 - (i) Maintain two (2) lanes of traffic during morning peak period (7:00-9:00) and afternoon peak period (15:00-18:00) and maintain at least one (1) lane traffic otherwise.
 - (ii) If two (2) lanes of traffic cannot be maintained during peak periods, the Contractor shall complete the Work at night or on the weekend in accordance with D28.2, where maintaining only one (1) lane of traffic will be required.
 - (iii) The Contractor shall submit construction staging plans, including sketches, for review, discussion, and approval by the Contract Administrator, City of Winnipeg, and Transit at least five (5) Business Days prior to the commencement of construction. The plans shall indicate the sequence of construction and illustrate the stages of construction including pertinent information such as the construction area, the travel lanes to be maintained, any temporary pavement, and allowable and restricted turning movements.

- D28.5 Construction activities on Regional Streets shall be restricted to the closed lanes between 07:00 to 09:00 hours and 15:00 to 18:00 hours, Monday to Friday, and other hours as directed by the Contract Administrator.
- D28.6 The Contractor will have access to the open lane(s) of traffic provided flag persons are used in accordance with the most current edition of The City of Winnipeg Manual for Temporary Traffic Control on City Streets to maintain traffic safety.
- D28.7 Traffic Control on Non-Regional Streets during construction shall be as follows:
- (a) Maintain one lane of traffic with street signed as "Road Closed – No Exit";
 - (b) Intersecting streets and private approaches will be maintained at all times; and
 - (c) Bus traffic will be maintained at all times.
- D28.8 During the project, temporary snow fence shall be installed adjacent to existing and temporary sidewalks as necessary to prevent access to the construction area and to provide separation from the excavation area. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.
- D28.9 The Contractor shall not park company or private vehicles inside the barricaded work zone in a manner that will block sightlines for vehicles and pedestrians approaching and crossing.
- D28.10 Intersecting private approach access shall be maintained at all times unless excavation operations require temporary closure.
- (a) Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- D28.11 Ambulance/emergency vehicle access must be maintained at all times.

D29. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D29.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D30. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D30.1 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.

MEASUREMENT AND PAYMENT

D31. PAYMENT

- D31.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D32. WATER USED ON CITY OF WINNIPEG CONSTRUCTION PROJECTS

- D32.1 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.

D33. FUEL PRICE ADJUSTMENT

D33.1 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.

D33.1.1 Eligible Work will be determined in accordance with D33.5.

D33.1.2 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.

D33.1.3 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.

D33.1.4 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.

D33.2 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.

D33.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.

D33.4 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.

D33.5 The Fuel Factor (FF) rates will be set as follows:

- (a) The Fuel Factor rate will be set at 1.2% of the monetary value for all Work identified on Form B: Prices related to Water and Waste Work.

WARRANTY

D34. WARRANTY

D34.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D34.2 Notwithstanding C13.2 or D34.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D34.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

DISPUTE RESOLUTION

D35. DISPUTE RESOLUTION

D35.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D35.

D35.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D35.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D35.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D35.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D35.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D35.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.

D35.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D35.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D36. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D36.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D36.2 Further to D36.1, in the event that the obligations in D36 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D36.3 For the purposes of D36:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D36.4 Modified Insurance Requirements
- D36.4.1 If not already required under the insurance requirements identified in D12, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D36.4.2 If not already required under the insurance requirements identified in D12, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D36.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D36.4.4 Further to D12.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D36.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D36.5 Indemnification By Contractor
- D36.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D36.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D36.6 Records Retention and Audits

D36.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D36.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D36.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D36.7 Other Obligations

D36.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D36.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D36.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D36.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D36.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D36.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D13)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 993-2022

2022 WATER MAIN RENEWALS – CONTRACT 15

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D13)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 993-2022

2022 WATER MAIN RENEWALS – CONTRACT 15

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

NOW THEREFORE the condition of the above obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (ii) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

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

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

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

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
D-16395	Cover Sheet
D-16396	Index Page
D-16397	Ashland Avenue - Osborne Street to 90m E of Osborne Street
D-16398	Ashland Avenue - 90m E of Osborne Street to 19m W of Hay Street
D-16399	Ashland Avenue - 19m W of Hay Street to 71m W of Casey Street
D-16400	Ashland Avenue - 71m W of Casey Street to 29m E of Casey Street
D-16401	Ashland Avenue – 29m E of Casey Street to 14m W of Fisher Street
D-16402	Ashland Avenue – 14m W of Fisher Street to 56m W of Mabel Street
D-16403	Ashland Avenue – 56m W of Mabel Street to Mabel Street
D-16404	Balfour Avenue – Fisher Street to 52m W of Mabel Street
D-16405	Balfour Avenue – 52m W of Mabel Street to 57m E of Mabel Street
D-16406	Balfour Avenue – 57m E of Mabel Street to Eccles Street
D-16407	Clare Avenue – Osborne Street to 90m E of Osborne Street
D-16408	Clare Avenue – 90m E of Osborne Street to 26m W of Hay Street
D-16409	Clare Avenue – 26m W of Hay Street to 73m E of Hay Street
D-16410	Clare Avenue – 73m E of Hay Street to Casey Street
D-16411	Hay Street – Clare Avenue to 11m N of Balfour Avenue
D-16412	Hay Street – 11m N of Balfour Avenue to Ashland Avenue
D-16413	Fisher Street – Balfour Avenue to Ashland Avenue

E2. PROVISIONAL ITEMS

- E2.1 General
- The Provisional Items listed in the Form B Prices are part of the Contract.
 - The Contractor shall not perform Work included in 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.
 - Notwithstanding C7, 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.

E2.2 Construction

- (a) Cement Stabilized Fill shall meet the requirements of CW 2160.
- (b) Adjustment of Precast Sidewalk Blocks shall meet the requirements of CW 3235.
- (c) Sodding works shall meet the requirements of CW 3510.
- (d) Remove and Replace Existing Catch Basin and Catch Pit shall meet the requirements of CW 2130.
- (e) Water Main and Water Service Insulation shall meet the requirements of CW 2110.
- (f) Installation or replacement of Curb Stops and Curb Stop Boxes shall meet the requirements of CW 2110.
- (g) Hydro-Excavation shall be completed in accordance with E11.
- (h) Repairs to Street Light Cables
 - (i) The Contractor is responsible for procurement of buried utility locates prior to any excavations. All work in proximity to buried utilities shall be completed in accordance with the Owner's requirements as specified on the utility locate.
 - (ii) Contact Manitoba Hydro in advance of any planned excavations where existing buried cables will or may be intercepted, and complete the work in accordance with the requirements of the Manitoba Hydro.
 - (iii) Repairs to street light cables damaged as part of the work shall be completed by Manitoba Hydro, or in accordance with Manitoba Hydro requirements and specifications. New streetlight conduit and cable shall be installed from pole to pole.
- (i) Regrading existing sewer services shall be completed in accordance with CW 2130.

E2.3 Measurement and Payment

E2.3.1 Cement Stabilized Fill

- (a) Supply and placement of cement stabilized fill shall be measured on a volume basis and paid for at the Contract Unit Price per cubic meter for "Cement Stabilized Fill". Payment shall include all materials and labour required to complete the work as specified.

E2.3.2 Adjustment of Precast Sidewalk Blocks

- (a) Adjustment of Precast Sidewalk Blocks shall be paid in accordance with CW 3235.
- (b) As per CW 3235, no measurement or payment will be made for any precast sidewalk blocks damaged or lost during replacement.

E2.3.3 Sodding

- (a) Sodding shall be paid in accordance with CW 3510.
- (b) As per CW 2110, boulevard restoration within the work area will be considered incidental to the Work. Only sodding completed outside of the work area and replaced at the direction of the Contract Administrator will be considered for payment.

E2.3.4 Water Main and Water Service Insulation

- (a) Water Main and Water Service insulation shall be paid in accordance with CW 2110.

E2.3.5 Curb Stops and Curb Stop Boxes

- (a) Installation or replacement of Curb Stops and Curb Stop Boxes shall be paid in accordance with CW 2110 at the respective unit rates on Form B.

E2.3.6 Install Street Light Conduit and Cable

- (a) Installation of street light conduit and cable shall be measured on a linear meter basis and paid for at the Contract Unit Price per linear meter for "Install Street Light Conduit c/w Cable" as per the installation method identified in Form B – Provisional Items. Payment shall include all materials and labour required to complete the work as specified.

- (b) Installation or repair of street light conduit and/or cable will only be paid where damage to the cable is unavoidable and intentional as part of the Work. Accidental or inadvertent damage to street light cable due to negligence on the part of the Contractor, and subsequent repairs, will not be considered for payment.

E2.3.7 Regrade Existing Sewer Services

- (a) Regrading of Existing Sewer Services shall be paid in accordance with CW 2110 at the respective unit rates on Form B.

GENERAL REQUIREMENTS

E3. SHOP DRAWINGS

E3.1 Description

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

E3.2 Submit all Shop Drawings in accordance with CW 1110 except as modified herein.

E3.3 The Contractor shall submit specified Shop Drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all Shop Drawings.

E3.4 Submit Shop Drawing submissions within five (5) Business Days of a request as indicated in E3 or receipt of Notice of Award in accordance with B19, whichever is earlier.

E3.5 Allow for a five (5) Business Days period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.

E3.6 Shop Drawings not meeting the requirements of CW 1100 or the requirements specified herein will be returned to the Contractor without review for resubmission.

E3.7 Shop drawing submissions will be limited to two (2) reviews per shop drawing. This shall include a review of the initial submission and a review of the revised submission. Costs associated with subsequent reviews will be charged to the Contractor.

E3.8 Measurement and Payment

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

E4. OFFICE FACILITIES

E4.1 The Contractor shall supply office facilities meeting the following requirements:

- (a) The field office shall be for the exclusive use of the Contract Administrator.
- (b) The building shall be conveniently located near the site of the Work.
- (c) The building shall have a minimum floor area of 25 square meters, a height of 2.4 m, two windows for cross-ventilation, and a door entrance with a suitable lock.
- (d) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18 °C or 24-25 °C.
- (e) The building shall be adequately lighted with florescent fixtures and have a minimum of three wall outlets.

- (f) The building shall be furnished with one desk, one drafting table, table 3m x 1.2m, one stool, one four-drawer legal size filing cabinet, and a minimum of 12 chairs.
- (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
- (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when deemed necessary.

E4.2 The office facilities will be provided from the date of commencement of the Work to the date of Total Performance, unless otherwise accepted by the Contract Administrator.

E4.3 Measurement and Payment

- (a) The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.
- (b) The provision of a site office and associated facilities and work identified herein will be considered incidental to the Work and will not be measured for payment. No additional payment will be made.

E5. TRAFFIC CONTROL

E5.1 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.

E5.2 Further to (c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.

E5.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.

E5.4 Further to E5.1(c) and E5.1(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.

E5.5 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.

E5.6 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.

E5.7 Measurement and Payment

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

E6. PROTECTION OF EXISTING TREES

E6.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E6.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E6.3 No separate measurement or payment will be made for the protection of trees.

E6.4 Except as required in clause E6.1(c) and E6.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E6.5 Measurement and Payment

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

E7. WORKING AROUND MANITOBA HYDRO POLES

E7.1 General Requirements

- (a) When excavating within 3.0 metres of a Manitoba Hydro wood pole, a Safety Watch will be required. The Contractor shall provide a digger truck capable of holding the pole in place while excavation and granular subbase backfill is completed back to original grade.
 - (i) The digger truck to be provided by the Contractor shall be to the satisfaction of the Contract Administrator and Manitoba Hydro Safety Watch personnel.
 - (ii) Excavations in proximity to Manitoba Hydro poles shall be completed in accordance with the requirements of Manitoba Hydro Safety Watch personnel.

E7.2 Measurement and Payment

- (a) All efforts required for Working Around Manitoba Hydro Poles as described in this Specification will be considered incidental to the Work and no measurement or payment will be made.

E8. WATER SERVICE INTERRUPTIONS TO BUSINESSES AND APARTMENT BUILDINGS

E8.1 General

- (a) Water shutdowns to businesses will be arranged by the Contract Administrator in consultation with the business owner. Shutdowns shall be scheduled in accordance with these discussions.

E8.2 Submissions

- (a) The Contractor shall be required to submit a work plan in accordance with E3 five (5) Business Days prior to any construction activities to illustrate how the work will be performed to minimize or eliminate water shutdowns of this project.

E8.3 Measurement and Payment

E8.3.1 Coordination of water service interruptions

- (a) Coordination of water service interruptions shall be considered incidental to the Work and will not be measured for payment. No separate payment will be made.
- (b) Should the Contract Administrator require that Work be carried out at night, on weekends, on 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.

E9. CONNECTING TO EXISTING WATER SERVICES

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

E9.2 Replace Clause 4.22 with "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 Watermain" 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 General

E10.1.1 Further to C6.26(d), the Contractors attention is directed to the possible health dangers associated with working with asbestos-cement (AC) pipe and all work associated with the existing AC water mains shall conform to the following publications:

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

E10.1.2 The Contractor shall submit a Job Specific Safe Work Plan in accordance with E3 which includes a proposed procedure for working on AC pipe. The Contractor shall also provide proof of asbestos handling training or certification.

E10.2 Measurement and Payment

E10.2.1 All materials, labour and equipment required for working on asbestos-cement pipe shall be considered incidental to the Work. No extra payment will be made.

E11. HYDRO-EXCAVATION

E11.1 Description

- (a) This Specification shall cover the removal of earthen material immediately adjacent to underground utilities infrastructure by means of high pressure water spray, and the recovery of excavated material by vacuum type means or equivalent method as approved by the Contract Administrator.

E11.2 Construction Methods

(a) Hydro-Removal of Earthen Material

- (i) The Contractor shall only be compensated for hydro-excavation undertaken with prior permission of the Contract Administrator. The Contractor will only be compensated for hydro-excavation required to locate utilities whose location is uncertain. Hydro-excavation required to expose utilities shown on the Drawings by Safety Watches will not be compensated and shall be considered incidental to the Work.
- (ii) Earthen material adjacent to utility entity shall be sprayed with high pressure water so as to remove all such material identified by the Contract Administrator. Expose the buried utility by using a sweeping motion only, perpendicular to the locate markings, until the line is sighted. After sighting, the line shall not be contacted by spray or vacuum to avoid damage.
- (iii) Maximum settings when excavating within 1 m of marked utilities will be 38°C (100°F) temperature and 10,342 kPa (1500 psi) pressure.

(b) Recovery of Excavated Material

- (i) The recovery of excavated material shall be done using a vacuum type method, or other type method as approved by the Contract Administrator.
- (ii) The recovery of material shall follow immediately behind the excavation, to avoid excavated areas from filling with excavated material.
- (iii) The use of mechanical sweepers will not be allowed.
- (iv) Dispose of material in accordance with Section 3.4 or CW 1130-R1.

(c) Backfill of Hydro Excavated Material

- (i) The Contractor shall be responsible for the backfill of the hydro excavated hole upon acceptance of the Work described herein by the Contract Administrator.

E11.3 Measurement and Payment

(a) Hydro-Excavation

- (i) Hydro-Excavation of earthen material and its recovery and disposal as well as backfilling the hole will be measured on an hourly basis and paid for at the Contract Unit Price per hour for "Hydro-Excavation". The hours to be paid for will be the total number of hours of hydro-excavation completed in accordance with this Specification, accepted and measured by the Contract Administrator.
- (ii) The hours to be paid for "Hydro-Excavation" shall be measured as the time spent on-site by the required equipment and shall be approved daily by the Contract Administrator.

E12. WATER QUALITY TESTING

- E12.1 Further to CW 2125 Clause 3.4.3, samples must be submitted to the laboratory no later than twenty (20) hours following sampling.

E13. TEMPORARY SURFACE RESTORATION

E13.1 Description

E13.1.1 This Specification shall cover the temporary restoration roadways and boulevards. Temporary restoration is required to facilitate construction staging. Temporary restoration shall be completed as specified herein.

E13.2 General

E13.2.1 The Contractor is responsible for maintaining the roadway in an acceptable condition for traffic at all times while the Site is under the control of the Contractor. Temporary restoration of the roadway to permit traffic between completion of the water main renewal work and permanent restoration shall be done in such a manner as to allow normal vehicle traffic. The Contractor shall be responsible for all maintenance of said restoration works. The period between the two portions of work shall be less than twenty (20) Business Days.

E13.2.2 Should portions of the Site be turned over to the City after completion of the water main renewals for completion of roadway renewals in the subsequent calendar year, the restoration identified herein must be completed.

E13.2.3 In all cases, boulevards and roadways must be made safe for vehicles and pedestrians whenever the Contractor is not actively working on site.

E13.3 Construction Methods

E13.3.1 Further to Clause 3.3 of CW 1130, the Contractor shall temporarily restore surfaces to the following minimum standards:

- (a) Backfill and level boulevards and grassed areas to match existing surface elevations.
- (b) Cap excavations in street pavement with 100 mm thick layer of "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310.
- (c) Cap excavations in sidewalk pavement with a 50 mm thick layer of "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310 or 50 mm of asphalt paving in accordance with CW 3410.
- (d) Where curb has been removed as part of the pavement cut, pour temporary curb using "Concrete for Temporary Restoration of Utility Pavement Cuts" as specified in CW 3310.

E13.3.2 Insulate temporary concrete where required during 24 hour curing period.

E13.3.3 Remove all temporary pavements prior to permanent restorations.

E13.3.4 The Contractor shall monitor and maintain temporarily restored surfaces as required until permanent restoration is complete.

E13.3.5 If, in the opinion of the Contract Administrator, temporarily restored surfaces are not being adequately maintained or were not properly constructed and pose a danger to the public, maintenance or reconstruction will be done by the City forces with no advance notification the Contractor. All costs associated with the maintenance or reconstruction of temporary pavement incurred by the City shall be deducted from future payments to the Contractor.

E13.4 Measurement and Payment

E13.4.1 Completion of all temporary restoration shall be considered incidental to the Work and will not be measured for payment. No separate payment will be made.

E14. PERMANENT RESTORATION

E14.1 Description

E14.1.1 This Specification covers all permanent restoration of roadways, boulevards and sidewalks.

E14.2 Construction Methods

E14.2.1 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://winnipeg.ca/publicworks/permitsApprovals/pdf/Street-Cuts-Manual.pdf> and for all pavement restoration unless otherwise shown on the drawing or specifications or as directed by the Contract Administrator.

E14.2.2 All street segments within the work area impacted by the Work 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 the work. The surface restoration required for each street segment will be agreed upon at this time.
- (b) The Contractor shall note that Ashland Avenue east of Mable Street has recently been repaved. The Contractor shall take all necessary precautions during mobilization, construction, and demobilization to not damage new pavements.

E14.2.3 The street material and condition within the project work area are classified as follows:

Street	Block	Pavement Type	Condition
Ashland Avenue	Osborne to Casey	Asphalt over Concrete	Good
Ashland Avenue	Casey to Fisher	Asphalt	Poor
Ashland Avenue	Fisher to Mabel	Asphalt over Concrete	Good
Ashland Avenue	Mabel to Eccles	Asphalt over Concrete	New
Balfour Avenue	Fisher to Mabel	Asphalt over Concrete	Poor
Balfour Avenue	Mabel to Eccles	Asphalt over Concrete	Good
Clare Avenue	Osborne to Hay	Concrete	Good
Clare Avenue	Hay to Casey	Asphalt over Concrete	Poor
Hay Street	Ashland to Clare	Concrete	Poor
Fisher Street	Ashland to Balfour	Asphalt over Concrete	Good

E14.3 Permanent pavement restoration shall be in accordance with the City of Winnipeg Street Cuts Manual (2022) for each applicable pavement type.

- (a) Construct partial slab patches in accordance with CW 3230.
- (b) Construct miscellaneous concrete slab renewals in accordance with CW 3235.
- (c) Construct concrete curb renewal in accordance with CW 3240.
- (d) Construct asphaltic concrete patches (Type 1A) in accordance with CW 3240. Notwithstanding CW 3410, there will be no maximum width for an asphalt patch.

E14.4 Measurement and Payment

E14.4.1 Partial Slab Patches

- (a) 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.
- (b) All cost incurred for sub base and base course materials shall be included in the unit price for “Partial Slab Patches”.

- (c) Payment for Partial Slab Patches will only be considered for areas directly affected by water main installation works within the project limits. Any necessary restorations that fall outside of the immediate project area may not be considered for payment, at the discretion of the Contract Administrator.
- (d) 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.

E14.4.2 Miscellaneous Concrete Slab Renewal

- (a) Miscellaneous concrete slab renewals 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 application, as identified in Form B. Payment shall include all materials and labour required to complete the work as specified.
- (b) All cost incurred for sub base and base course materials shall be included in the unit price for "Miscellaneous Concrete Slab Renewal".
- (c) Payment for Miscellaneous Concrete Slab Renewals will only be considered for areas directly affected by water main installation works within the project limits. Any necessary restorations that fall outside of the immediate project area may not be considered for payment, at the discretion of the Contract Administrator.

E14.4.3 Concrete Curb Renewals

- (a) Concrete curb renewal 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.
- (b) All cost incurred for sub base and base course materials shall be included in the unit price for "Concrete Curb Renewal".
- (c) Payment for Concrete Curb Renewals will only be considered for areas directly affected by water main installation works within the project limits. Any necessary restorations that fall outside of the immediate project area may not be considered for payment, at the discretion of the Contract Administrator.

E14.4.4 Asphaltic Concrete Patches Type 1A

- (a) Construction of Asphaltic Concrete Patches shall be measured on an area basis and paid for at the Contract Unit Price per square meter for "Construction of Asphaltic Concrete Patches". Payment shall include all materials and labour required to complete the work as specified.
- (b) Payment for Construction of Asphaltic Concrete Patches will only be considered for areas directly affected by water main installation works within the project limits. Any necessary restorations that fall outside of the immediate project area may not be considered for payment, at the discretion of the Contract Administrator.

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>
- F1.1.2 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.
- F1.2 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the 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.
- F1.3 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.
- F1.4 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.
- F1.5 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.