



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 450-2006

**INSTALLATION OF PARKWAY ROUTE IDENTIFIER SIGNS – NORTH WINNIPEG
AND KILDONAN PARKWAYS**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid 3	
B9. Prices	4
B10. Qualification	4
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	5
B13. Withdrawal of Bids	5
B14. Evaluation of Bids	6
B15. Award of Contract	6

PART C - GENERAL CONDITIONS

C1. General Conditions	7
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Workers Compensation	3
D9. Insurance	3

Schedule of Work

D10. Commencement	3
D11. Total Performance	3
D12. Liquidated Damages	4

Control of Work

D13. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4
--	---

PART E - SPECIFICATIONS

General

E1. General	1
E2. Access To Site	1
E3. Existing Services and Utilities	1
E4. Damage to Existing Structures, Trees and Property	1
E5. Services	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 INSTALLATION OF PARKWAY ROUTE IDENTIFIER SIGNS – NORTH WINNIPEG AND KILDONAN PARKWAYS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 15, 2006.

B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 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 GC.2.01, the Bidder may view the routes without making an appointment.

B3.2 The Bidder is advised that the conditions along the parkway routes vary considerably in terms of access, clearances, and sign mounting surfaces. Thorough investigation of the routes is strongly recommended prior to bidding.

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, 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 Bid Opportunity 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 Bid Opportunity 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.

B5. ADDENDA

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

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the 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.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.3 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his 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 B14.

B6.9 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.

B7. BID SUBMISSION

- B7.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B7.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.
- B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.3.4 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.5 Bid Submissions shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his 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 his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.5 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.6 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.7 All signatures shall be original.

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

B9. PRICES

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

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

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

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 The Bidder shall be prepared to 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.

B10.3 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.
- B11.1.8 Bidders or their representatives may attend.
- B11.2 After the public opening, the names of the Bidders and their bid prices as read out (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 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 executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.9 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.10 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.11 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.11(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(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.
- B14.4.12 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.5 This Contract will be awarded as a whole.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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 responsible and qualified, and the Bids are determined to be responsive.
- B15.2.13 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one 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.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- B15.3.14 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.15 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the installation of 200 x 524 mm (8" x 20.5") route identifier signs supplied by the City on existing and new poles, light standards, wooden bollards and U-channel posts along the Kildonan and North Winnipeg Parkways. Some re-leveling and replacement of existing sign posts, and the supply and installation of some new galvanized steel sign posts will be required on both parkways. The parkways are within public rights-of-way including sidewalks, roadways, parks and trails.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is Hilderman Thomas Frank Cram, represented by:
- Glen Manning
Principal
500-115 Bannatyne Avenue East
Winnipeg, Manitoba
R3B 0R3
- Telephone No. (204) 944-9907
Facsimile No. (204) 957-1467
- D4.2 Before commencement of Work, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

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

D6. NOTICES

- D6.1 Further to GC.6.12, the Contractor shall give all necessary notices, obtain all necessary permits and pay all fees in order that the Work may be carried out. The Contractor shall submit all plans required by any inspection authority and obtain approval of same before proceeding with the Work, and pay any cost attached to the inspection of such plans.
- D6.2 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.3 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.4 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.5 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.6, D6.7 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.6 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D6.7 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:
The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. WORKERS COMPENSATION

D8.1 In accordance with GC.6.14, the Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:

(i) evidence that the Contractor is 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;

(ii) evidence of the workers compensation coverage specified in D8; and

(iii) evidence of the insurance specified in D9.

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D11. TOTAL PERFORMANCE

D11.1 The Contractor shall achieve Total Performance within thirty(30) consecutive Working Days of the commencement of the Work as specified in D10.

D11.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D11.3 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.

D12. D14. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City four hundred dollars (\$400) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D13.1 Further to GC.5.02, 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).

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
NWR-1	North Winnipeg Parkway Route Plan
KR-1	Kildonan Parkway Route Plan
DL-1	Bollard Mounting Detail
DL-2	Light Standard / Pole Mounting Detail
DL-3	U Channel Mounting Detail
DL-4	New Sign Post and Sign Mounting Details

E2. ACCESS TO SITE

E2.1 Access to the Site as required by the Contractor shall be provided and maintained by the Contractor at his own expense and approved by the Contract Administrator.

E2.2 The Contractor's operations shall be limited to the minimum area necessary for undertaking the Work and he shall be responsible for all damage resulting from his Work on private property.

E3. EXISTING SERVICES AND UTILITIES

E3.1 At proposed locations for new sign posts, it shall be the responsibility of the Contractor to determine the location and obtain required clearances for all existing utilities, pipes or other objects either underground or on the surface, and to make good any damage done to them.

E3.2 No responsibility will be assumed by the Owner for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the Owner shall not be liable for the incorrectness and inadequacy thereof.

E4. DAMAGE TO EXISTING STRUCTURES, TREES AND PROPERTY

E4.1 All necessary precautions shall be exercised by the Contractor so as not to remove, disturb, or damage any existing trees, shrubs, sod, pavements, streets, roads, boulevards, poles, hydrants, water pipes, gas pipes, electrical wires, cables, conduits, sewers or other existing facilities and equipment at the site of the work. For all damage incurred in the performance of the Work (either directly or indirectly), the Contractor shall either replace and repair such damage, whichever may be deemed necessary in the opinion of, and acceptable to City of Winnipeg Contract Administrator, and the cost of which shall be borne entirely by the Contractor. The Contractor shall also indemnify and save harmless the City from all claims made directly or indirectly against it in respect to any such damage.

E5. SERVICES

E5.1 The Contractor shall install route identifier signs along the North Winnipeg Parkway and Kildonan Parkway along the routes indicated on the Drawings. Approximate locations will be marked on aerial photographs and made available to the Contractor following award of the Contract. Where required, the Contract Administrator will clarify locations with markings on site. Signs will be installed on existing 50 mm diameter sign poles, light standards, and other surfaces in accordance with the requirements hereinafter specified. Installation of new 50 mm square sign posts will be required in some locations. All signs will be installed within City rights-of-way.

- E5.2 Signs shall be firmly installed to the mounting surface, square and true to the surface, oriented facing the direction of traffic unless otherwise directed by the Contract Administrator.
- E5.3 Item No. 1 – “Install N. Winnipeg route identifier signs on existing wooden bollards” shall be undertaken in accordance with Drawing DL –1, at locations indicated on Drawing NWR-1, or as directed by the Contract Administrator. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost. Notify the Contract Administrator of any locations where bollards are damaged or otherwise unsuitable for mounting, and/or where the specified mounting height and clearances cannot be achieved.
- E5.4 Item No. 2 – “Install N. Winnipeg route identifier signs on existing light standards” shall be undertaken in accordance with Drawing DL –2, at locations indicated on Drawing NWR-1, or as directed by the Contract Administrator. Use Band-It Ultra-Lok 3/4” x 46” stainless steel bands, with matching flared brackets and buckles. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost. Notify the Contract Administrator of any locations where specified light standards are unsuitable for mounting, and/or where the specified mounting height and clearances cannot be achieved.
- E5.5 Item No. 3 - “Install N. Winnipeg route identifier signs on existing 50 mm (2”) diameter sign posts” shall be undertaken in accordance with Drawing DL –2, at locations indicated on Drawing NWR-1, or as directed by the Contract Administrator. Use Band-It Ultra-Lok 3/4” x 34” stainless steel bands, with matching flared brackets and buckles. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost. Notify the Contract Administrator of any locations where specified posts are unsuitable for mounting, and/or where the specified mounting height and clearances cannot be achieved.
- E5.6 Item No. 4 - “Re-level existing 50 mm (2”) diameter sign posts” shall be undertaken at locations on the North Winnipeg Parkway where an existing sign post designated to receive a route identifier sign is more than five degrees (5°) off plumb in any direction, unless otherwise directed by the Contract Administrator. The Contractor shall re-set the post or adjust to post base as required to set the post plumb. Notify the Contract Administrator of any posts that are bent and require replacement.
- E5.7 Item No. 5 - “Replace damaged 50 mm (2”) diameter sign posts” shall be undertaken at locations on the North Winnipeg Parkway where an existing sign post designated to receive a route identifier sign is bent or otherwise damaged beyond re-use. Obtain approval from Contract Administrator prior to replacements. At approved locations, the Contractor shall replace damaged posts with equivalent materials.
- E5.8 Item No. 6 - “Install N. Winnipeg route identifier signs on existing U-channel posts” shall be undertaken in accordance with Drawing DL –3, at locations indicated on Drawing NWR-1, or as directed by the Contract Administrator. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost. Notify the Contract Administrator of any locations where specified U-channel sign standards are unsuitable for mounting, and/or where the specified mounting height and clearances cannot be achieved.
- E5.9 Item No. 7 - “Install N. Winnipeg route identifier signs on new 50 mm (2”) square sign posts” shall be undertaken in accordance with Drawing DL –4, at locations indicated on Drawing NW-RI-1, or as directed by the Contract Administrator. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost.
- E5.10 Item No. 8 - “Supply and install new 50 mm (2”) square sign posts and post bases” shall be undertaken in accordance with Drawing DL –4, at locations indicated on Drawing NW-RI-1, or as directed by the Contract Administrator. The Contractor is responsible for locating underground services, including but not limited to MTS, Shaw Cable, Hydro and gas, and obtaining necessary clearances. Posts and bases shall be hot dip galvanized. Posts shall be fastened to the ‘Penetrator’ base with approved corrosion and tamper resistant hardware. Cost of hardware shall be incidental to the installation cost.
- E5.11 Item No. 9 – “Install Kildonan route identifier signs on existing wooden bollards” shall be undertaken in accordance with Drawing DL –1, at locations indicated on Drawing KR-1, or as

directed by the Contract Administrator. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost. Notify the Contract Administrator of any locations where bollards are damaged or otherwise unsuitable for mounting, and/or where the specified mounting height and clearances cannot be achieved.

- E5.12 Item No. 10 – “Install Kildonan route identifier signs on existing light standards” shall be undertaken in accordance with Drawing DL –2, at locations indicated on Drawing KR-1, or as directed by the Contract Administrator. Use Band-It Ultra-Lok 3/4” x 46” stainless steel bands, with matching flared brackets and buckles. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost. Notify the Contract Administrator of any locations where specified light standards are unsuitable for mounting, and/or where the specified mounting height and clearances cannot be achieved.
- E5.13 Item No. 11 - “Install Kildonan route identifier signs on existing 50 mm (2”) diameter sign posts” shall be undertaken in accordance with Drawing DL –2, at locations indicated on Drawing KR-1, or as directed by the Contract Administrator. Use Band-It Ultra-Lok 3/4” x 34” stainless steel bands, with matching flared brackets and buckles. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost. Notify the Contract Administrator of any locations where specified posts are unsuitable for mounting, and/or where the specified mounting height and clearances cannot be achieved.
- E5.14 Item No. 12 - “Re-level existing 50 mm (2”) diameter sign posts” shall be undertaken at locations on the Kildonan Parkway where an existing sign post designated to receive a route identifier sign is more than five degrees (5°) off plumb in any direction, unless otherwise directed by the Contract Administrator. The Contractor shall re-set the post or adjust to post base as required to set the post plumb.
- E5.15 Item No. 13 - “Replace damaged 50 mm (2”) diameter sign posts” shall be undertaken at locations on the Kildonan Parkway where an existing sign post designated to receive a route identifier sign is bent or otherwise damaged beyond re-use. Obtain approval from Contract Administrator prior to replacements. At approved locations, the Contractor shall replace damaged posts with equivalent materials.
- E5.16 Item No. 14 - “Install Kildonan route identifier signs on existing U-channel posts” shall be undertaken in accordance with Drawing DL –3, at locations indicated on Drawing KR-1, or as directed by the Contract Administrator. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost. Notify the Contract Administrator of any locations where specified U-channel sign standards are unsuitable for mounting, and/or where the specified mounting height and clearances cannot be achieved.
- E5.17 Item No. 15 - “Install Kildonan route identifier signs on new 50 mm (2”) square sign posts” shall be undertaken in accordance with Drawing DL –4, at locations indicated on Drawing KR-1, or as directed by the Contract Administrator. Obtain approval of hardware prior to installation. Cost of hardware shall be incidental to the installation cost.
- E5.18 Item No. 16 - “Supply and install new 50 mm (2”) square sign posts and post bases” shall be undertaken in accordance with Drawing DL –4, at locations indicated on Drawing KR-1, or as directed by the Contract Administrator. The Contractor is responsible for locating underground services, including but not limited to MTS, Shaw Cable, Hydro and gas, and obtaining necessary clearances. Posts shall be fastened to the ‘Penetrator’ base with approved corrosion and tamper resistant hardware. Cost of hardware shall be incidental to the installation cost.