



THE CITY OF WINNIPEG

TENDER

TENDER NO. 206-2020

ST. BONIFACE INDUSTRIAL PARK PHASE 2 – STAGE 2 AND 3

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ST. BONIFACE INDUSTRIAL PARK PHASE 2 – STAGE 2 AND 3

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 22, 2020.

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 shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

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 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 he/she has 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 D4.

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 his/her 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 he/she wishes 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 his/her 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 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.4.1 Bids will **only** be accepted electronically through MERX.
- B8.5 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 his/her own name, his/her 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/her 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 his/her 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/her 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 D25. Any such costs shall be determined in accordance with D25.
- 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 its 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 its 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 its 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 its 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 its 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 its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its 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 its 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 its 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 its 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; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

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 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.

B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. BID SECURITY

B14.1 The Bidder shall include in its 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 his/her 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 his/her Bid or in other information required to be submitted, that he/she is 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.

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 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.

B19.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2020 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B19.4 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 D25 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.5 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.

B19.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her 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. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of St. Boniface Industrial Park Phase 2 – Stage 2 and 3; including all pertinent sewer, water, drainage, grading, pavement and retention pond works.

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

- (a) Wastewater Sewers
- (b) Land Drainage Sewers
- (c) Watermains
- (d) Retention Pond, Ditches and Related Works
- (e) Concrete Pavement, Asphalt Pavement and Related Works

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) **"Product"** means collectively machinery or assembled components specifically provided for the Work and standard Product such as motors, pumps, etc. designed and produced for a specific use.
- (b) **"Material"** means collectively all material and commodities required to be furnished under the Contract for the Work except those specifically provided for otherwise in the Contract documents.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Stantec Consulting Ltd., represented by:
Jordan Kellas, P. Eng.
Project Manager

Telephone No. 204 294-5490 (Mobile)
Email Address jordan.kellas@stantec.com

D4.2 At the pre-construction meeting, Mr. Kellas 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-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor

shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D6.3 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 facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

D7. FURNISHING OF DOCUMENTS

D7.1 Upon award of the Contract, the Contractor will be provided with three (3) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him/her at cost.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

D9.1 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.

D9.2 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>

D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its 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.

D10. INSURANCE

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg 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 \$3,000,000 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.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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.

D10.4 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.

D11. CONTRACT SECURITY

D11.1 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.

D11.2 The Contractor shall provide the City Solicitor 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.

D11.3 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 D11.1(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.

D12. SUBCONTRACTOR LIST

D12.1 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.

SCHEDULE OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the contract security specified in D11; and
 - (vi) the Subcontractor list specified in D12.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D13.3 The City intends to award this Contract by May 18, 2020
- D13.3.1 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.

D14. CRITICAL STAGES

- D14.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Construction of the retention pond, including all slopes and benched areas to be completed by September 15, 2020.
 - (b) Underground works, roads and site grading by September 30, 2020.
 - (c) Construction of sidewalks completed by July 30, 2021.
 - (d) Sodding of boulevards completed by August 27, 2021.

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance by September 30, 2020.
- D15.2 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.
- D15.3 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.

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance by August 27, 2021.
- D16.2 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.

D16.3 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.

D17. LIQUIDATED DAMAGES

D17.1 If the Contractor fails to achieve, Critical Stages, 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) Critical Stage (a) – two thousand dollars (\$2,000);
- (b) Substantial Performance - three thousand dollars (\$3,000);
- (c) Total Performance - two thousand dollars (\$2,000);

D17.2 The amounts specified for liquidated damages in D17.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Critical Stages, Substantial Performance or Total Performance by the days fixed herein for same.

D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. COVID-19 SCHEDULE DELAYS

D18.1 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 and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.

D18.2 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.

D18.3 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. If the Contractor declares that 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.

D18.4 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 D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D18.5 The Work schedule, including the durations identified in D14 to D16 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.

D18.6 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.

D18.7 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.

D19. SCHEDULED MAINTENANCE

D19.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

(a) Street cleaning as specified in E14.

D19.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D20. JOB MEETINGS

D20.1 Regular 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.

D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

D21.1 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).

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

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

MEASUREMENT AND PAYMENT

D23. PAYMENT

D23.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial 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.

D24.2 Notwithstanding C13.2 or D24.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial 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.

D24.2.1 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.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D25.1 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.

D25.2 Further to D25.1, in the event that the obligations in D25 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.

D25.3 For the purposes of D25:

- (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.

D25.4 Modified Insurance Requirements

D25.4.1 If not already required under the insurance requirements identified in D10, 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 its Ministers, officers, employees, and agents shall be added as additional insureds.

D25.4.2 If not already required under the insurance requirements identified in D10, 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.

D25.4.3 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.

D25.4.4 Further to D10.3, 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.

D25.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D25.5 Indemnification By Contractor

- D25.5.1 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.
- D25.6 Records Retention and Audits
- D25.6.1 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.
- D25.6.2 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 D25.6.1 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.
- D25.7 Other Obligations
- D25.7.1 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.
- D25.7.2 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.
- D25.7.3 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.
- D25.7.4 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.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN 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. 206-2020

ST. BONIFACE INDUSTRIAL PARK PHASE 2 – STAGE 2 AND 3

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 D11)

KNOW ALL MEN 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. 206-2020

ST. BONIFACE INDUSTRIAL PARK PHASE 2 – STAGE 2 AND 3

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 its 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>
C-001	Title Page and Drawing List
C-101	General Layout
C-102	Lot Grade Plan
C-201	Black Diamond Boulevard – Mazenod Road to 150m E of Mazenod Road
C-202	Black Diamond Boulevard – 150m E of Mazenod Road to 350m E of Mazenod Road
C-203	Black Diamond Boulevard – 350m E of Mazenod Road to 550m E of Mazenod Road
C-204	Black Diamond Boulevard – 150m W of Ray Marius Road to Ray Marius Road
C-205	Ray Marius Road – Black Diamond Boulevard to 175m N of Black Diamond Boulevard
C-206	Ray Marius Road – 175m S of Camiel Sys Street to Camiel Sys Street
C-207	LDS Outfall
C-501	Retention Pond and Outfall Details

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, the geotechnical report is provided to aid the contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix A.
- E2.2 An additional soils investigation was conducted in February 2020 to better determine the quantity of topsoil and organic material that was to be stripped and stockpiled on-site in accordance with E16. The additional soils information and topsoil depths can be found in Appendix B.

GENERAL REQUIREMENTS

E3. OFFICE FACILITIES

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
- (a) Contract Administrator's Field Office
 - (i) Provide a field office for the exclusive use of the Contract Administrator,

- (ii) Locate the field office within the Contractor's working area, or an area nearby agreed upon by the Contract Administrator.
- (iii) The Contract Administrator's field office shall be separate from the Contractor's office or any other structure.
- (iv) Provide all-weather vehicle access and parking space for two vehicles for Contract Administrator's use.
- (v) Provide power and heating fuel for Contract Administrator's office for the duration of the work.
- (vi) The Contract Administrator's office shall be in accordance with the following:
 - (i) Windproof, weatherproof and insulated
 - (ii) Minimum floor area 11 m²
 - (iii) Thermostatically controlled heat
 - (iv) Ventilated adequately
 - (v) Illuminated for office work
 - (vi) Window area at least 1 m²
 - (vii) Window screen and shade
 - (viii) Screen door and lockable exterior door
 - (ix) Minimum 2 electrical receptacles
 - (x) Garbage receptacle

E4. FIELD ENGINEERING

E4.1 General

- (a) The Contract Administrator will provide detailed layout in accordance with Section 3.15 of CW 1130, limited as follows:
 - (i) The Contractor shall be responsible for the correctness of the elevations and dimensions from the references provided by the Contract Administrator.
 - (ii) If the Contractor requests a change in layout procedure or sequence, he shall submit the request to the Contract Administrator, giving a minimum of 48 hours' notice of new or revised activities, unless otherwise agreed between the Contract Administrator and the Contractor.
 - (iii) The notice requesting a change shall be extended to 96 hours whenever a long weekend is involved.

E4.2 Major Structures

- (a) The Contract Administrator will provide a baseline, reference points, and a benchmark.

E4.3 Trenching and Underground Pipe, Grading, Curb and Gutter

- (a) The Contract Administrator will provide a layout survey, including offset grade stakes and grade sheets.

E4.4 Reference Points and Layout

- (a) Further to section 3.15 of CW 1130, the Contract Administrator will set all grade lines and benchmarks by means of stakes or marks, and the Contractor shall make the completed work conform to the lines and marks thus indicated.
- (b) The Contract Administrator shall supply the surveyor and the survey equipment necessary to set the above noted stakes and marks.
- (c) The Contract Administrator shall be notified immediately of the disturbance of any stakes or marks. The cost of correcting any errors existing out of neglect of the Contractor to so notify the Contract Administrator shall be borne entirely by the Contractor, as well as the cost of replacing any disturbed stakes or marks. The cost to replace the control line stakes or marks shall be at \$250.00 per hour, to be paid to the Contract Administrator.

- (d) Before commencing work, the Contractor shall satisfy himself as to the meaning and correctness of all stakes and marks and no claims shall be entertained by the Contract Administrator on account of any alleged inaccuracies.

E4.5 Construction Stakes and Materials

- (a) The Contractor shall provide construction stakes including laths and hubs and any other required materials including flagging, ribbon, markers, chalk, etc.,

E5. QUALITY CONTROL AND TESTING

E5.1 General

- (a) The Contractor is totally responsible for the quality of Material and Product which he provides for the Work.
- (b) The Contractor is responsible for quality control and shall perform such inspections and tests as are necessary to ensure the Work conforms to the requirements of the Contract documents.
- (c) During the progress of the Work, a sufficient number of tests shall be performed by the Contractor to determine the Material, Product, and installation meet the specified requirements. The minimum number tests required shall conform to **CW 3110 – R21** of the City of Winnipeg Standard Construction Specifications. If not stated in CW 3110 – R21, minimum number of tests is to be determined by the Contract Administrator.
- (d) Minimum requirements regarding quality control are specified in various sections of the specifications, however, the Contractor shall perform as many inspections and tests as are necessary to ensure that the Work conforms to the requirements of the Contract documents.
- (e) Testing shall be in accordance with pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials (ASTM) and Canadian Standards Association (CSA).
- (f) Product testing, mill tests and laboratory reports to demonstrate that the Material supplied by the Contractor meet the specifications are specified under various sections of the Contract.

E5.2 Quality Control Testing by the Contractor

- (a) The Contractor shall retain the services of an independent testing agency under supervision of a registered professional engineer, and pay the cost of testing services for quality control including, but not limited to, the following:
 - (i) Sieve analysis of sands and aggregates to be supplied to the Work.
 - (ii) Aggregates and mix designs for soil cement base course.
 - (iii) Aggregates and mix designs for asphaltic concrete.
 - (iv) Aggregates and mix design for Portland Cement concrete.
 - (v) Standard Proctor Density curves for backfill materials.
 - (vi) Standard Proctor Density curves for approved borrow materials.
 - (vii) Compaction control tests for backfill and embankment material (excluding Roadwork Compaction).
 - (viii) Any other product testing that is required and is specified under **CW 3110 – R21**.
- (b) The Contractor shall promptly process and distribute all required copies of test reports and test information and related instructions to all of his Subcontractors and suppliers to ensure that all necessary retesting and replacement of construction can proceed without delay.
- (c) The Contractor shall promptly provide the Contract Administrator with copies of all test results.

E5.3 Quality Assurance Testing by the Contractor

- (a) The Contractor shall retain and pay for the services of an independent testing agency for testing for quality assurance, for the City's purposes.

The tests include:

- (i) Subgrade, Sub-base and Base testing **as per CW 3110 – R21**
 - (ii) Asphalt Compaction Testing
 - (iii) Concrete Testing (Air, Slump, and Compressive Strength)
 - (iv) Asphalt Core Sampling
- (b) The Contractor's testing agency and the Contract Administrator may inspect and test Material, Product, and the Work for conformance with the requirements of the contract; however, they do not undertake to check the quality of the Work on behalf of the Contractor nor to provide quality control.
- (c) Inspections and tests by the Contractor's testing agency and by the Contract Administrator do not relieve the Contractor of his responsibility to supply Material and Product and to perform the work in accordance with the requirements of the Contract.
- (d) The Contract Administrator, at his discretion, may order or perform any additional inspections and tests for purposes of his own or for purposes of the owner.
- (e) The Contractor shall coordinate with the Contract Administrator the scheduling of testing and inspection by the Contractor's testing agencies or by the Contract Administrator, to enable testing to be done as necessary, without delay, and the Contractor shall notify the Contract Administrator sufficiently in advance of operations to allow for such inspection and tests by the Contract Administrator's or the Contractor's testing agency.

E5.4 Retesting

- (a) When tests on Material, Product or completed portions of the Work carried out by the Contractor or the Contractor's testing agency yield results not meeting the requirements of the Contract documents, the Contractor, in addition to carrying out remedial work or replacement of the Material or Product shall provide for retesting of the remedied work and the replacement Material and Product. All retesting shall be at the Contractor's expense.
- (b) In every case where the Contractor has submitted test results which fail to meet the requirements of the Contract documents, the Contractor shall submit within a practical and reasonable time, results of a retest showing that the results are in accordance with the requirements of the Contract documents.

E5.5 If the Contractor fails or refuses to do remedial work or replace unacceptable Material or Product, the Contract Administrator may refuse to certify payment, in addition to any other remedies the City may have.

E6. MATERIAL AND INSTALLATION

E6.1 Quality

- (a) Material and Product supplied and installed shall be new.
- (b) Material and Product supplied shall conform to these specifications and to specified standards.
- (c) Workmanship shall be the best quality, executed by workmen experienced and skilled in their respective trades.
- (d) Ensure full cooperation among all trades and coordination of the Work with continuous supervision.
- (e) Use Product for which replacement parts and service are readily available.
- (f) Use Product of one manufacturer for Product of the same type or classification. Do not mix different manufacturer's Product in the Work or in parts of the Work.

E6.2 Manufacturer's Instructions

- (a) Unless otherwise specified, comply with the Manufacturer's/Supplier's instructions for Material or Product and installation methods.
- (b) Notify the Contract Administrator in writing of any conflict between these Contract specifications and the instructions of the Manufacturer/Supplier.

E6.3 Delivery and Storage

- (a) Deliver, store and maintain packaged Material and Product with manufacturer's seals and labels intact.
- (b) Prevent damage of Material and Product.
- (c) Store Material and Product in accordance with instructions of the Manufacturer/Supplier.
- (d) Provide suitable areas or buildings where storage is weatherproof, if dry areas are recommended by the Manufacturer/Supplier.
- (e) Product shall have name plates displaying Product data and serial numbers.
- (f) Comply with Workplace Hazardous Materials Information Systems (WHMIS) requirements.

E7. CONSTRUCTION OF RETENTION POND AND LOT GRADING

E7.1 Construction of Retention Pond

E7.1.1 Description

- (a) This work shall include excavation and disposal of excavated material, compaction, and cleanup, all as shown on the Drawings. The work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all tasks necessary for the satisfactory performance and completion of all work as hereinafter specified.

E7.1.2 Equipment

- (a) All equipment shall be of a type approved by the Contract Administrator and shall be kept in good working order.

E7.1.3 Construction Methods

- (a) At the locations shown on the Drawings, the Contractor shall provide all the equipment, labour, and material, necessary to construct the retention pond.
- (b) Excavation shall be unclassified excavation and shall include the excavation and satisfactory disposal of all earth, gravel, sandstone, loose detached rock or boulders, shale, cemented gravel or hard pan, disintegrated stone, rock in ledge or mass formation and any or all other material of whatever character which may be encountered.
- (c) The Contractor shall excavate the storage facility and fine grade to the line and grades as shown on the Drawing and/or as set out by the Contract Administrator in the field.
- (d) Excavated material from the retention pond construction shall be disposed of by the placement, grading and compaction of the material to the lines and grades shown on the Drawings and in accordance with the Cut/Fill Plan (Appendix C), or as directed by the Contract Administrator.
- (e) These items of work shall mean the required removal of all material encountered within the full limits of the work area and shall include compaction of the material in disposal areas as stipulated in this clause.
- (f) Upon completion of all excavation and material disposal, the excavation and the disposal areas shall be trimmed to the line and grades shown on the Drawings, or as located in the field by the Contract Administrator, graded and bladed smooth.
- (g) The Contractor shall spread the excavated material where shown on the Drawings and the Cut/Fill Plan, or specified by the Contract Administrator in uniform layers. No

fill material may be placed in an area until that area has been stripped of topsoil as per E16 of this Specification. Each layer shall be compacted to a density of not less than ninety (90%) percent of Standard Proctor and shall not exceed 200 mm compacted thickness. If this density cannot be attained by earth moving equipment during the course of disposal, the fill material shall be specifically compacted with sheep's foot compacting equipment until the specified density is reached.

- (h) In the event that the excavation/fill material is frozen, the Contractor shall break up all frozen material in such a manner that no frozen lumps with a dimension greater than 150 mm shall be placed on the fill site.
- (i) The Contractor shall stockpile surplus excavated clay material, which is judged suitable by the Contract Administrator for pavement subgrade construction as directed by the Contract Administrator.
- (j) The Contractor is responsible for rough grading the disposal area.
- (k) A tolerance of plus or minus 100mm locally will be allowed from the contours and elevation as shown on the Drawings and the Cut/Fill Plan for all areas to be rough graded.
- (l) The Contractor shall take all steps necessary, including the provision of sufficient pumping capacity, to pump down the existing pond water level and keep the excavation free of water so that the lake can be constructed.

E7.1.4 Quality Control

- (a) All workmanship and all Materials furnished and supplied under this specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of Materials through to final acceptance of the work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or works, which are not in accordance with requirements of this specification.

E7.1.5 Method of Measurement

- (a) Excavation and Disposal
 - (i) Measurement of this item shall be the volume in cubic meters excavated, that has been pre-determined by the Contract Administrator by means taking existing ground elevation cross-sections from topographic survey and comparing them to proposed finished ground elevations. This volume has been stated in the specifications and will not be reconfirmed by resurveying.

E7.1.6 Basis of Payment

- (a) Excavation and Disposal
 - (i) Construction of the retention pond excavation and disposal shall be paid for at the Contract Unit Price per cubic meter for "Excavation to Lake Bottom with Disposal and Levelling to Stantec set Grades" as measured herein which price shall include all costs in connection with the excavation of all material from the storage facility, the disposal of all excavation material, compaction, fine grading of pond and fill areas, pump down of existing pond level, dewatering and clean-up.
- (b) The final clay grade is to be confirmed with the Contract Administrator. The clay is to be cut 0.1 m below design grade above the normal water level to allow for topsoil placement.

E7.1.7 Erosion Control Berm

- (a) Upon completion of retention pond excavation, the Contractor must install a 0.3-metre-high erosion control berm located at the top of 7:1, for the entire perimeter of the constructed and existing lake.

- (b) Temporary 150mm weeping tile is to be installed at a spacing of every 50m, or otherwise approved by the Contract Administrator, in order to drain the water obstructed by the berm to below normal water level.
- (c) The final berm construction is to be confirmed with the Contract Administrator.
- (d) Installation of the erosion control berm (including temporary piping) will be measured on a linear metre basis of the berm and paid for at the Contract Unit Price for "0.3m Erosion Control Berm (around top of pond) (incl. 6" Weeping Tile every 50m)".

E8. RESTRICTION OF ACCESS TO GREATER WINNIPEG WATER DISTRICT (GWWD) RIGHT-OF-WAY

E8.1 General

- (a) This specification shall cover the City of Winnipeg's instructions regarding prevention of access by construction vehicles and equipment to the Greater Winnipeg Water District Railway (GWWD) right-of-way.

E8.2 Description

- (a) The GWWD hauls Water Treatment Chemicals (Sodium Hydroxide, Ferric Chloride, Phosphoric Acid and Fluorosilicic Acid) as well as gasoline to the Shoal Lake Intake on a monthly basis.
- (b) Also located within the GWWD right-of-way are the Shoal Lake Aqueduct and the South Transcona Feedermain.

E8.3 City of Winnipeg Instructions

- (a) All work shall be carried out without interfering with GWWD Railway operations. When the Contractor is planning to work in the proximity of the Railway, the Railway dispatcher shall be contacted the day before at 1530 hours (telephone number 204-986-4175) to advise of the next day work activities and receive notification of proposed train movements in either direction.
- (b) The timing of train movements in either direction cannot accurately be predicted for the following reasons:
 - (i) GWWD train movements have to be coordinated with CN Rail's train movements on their tracks into Symington Yards which cross GWWD tracks approximately 1,450 metres to the west of Mazenod Road;
 - (ii) The time required to position or unload railcars at the Water Treatment Plant or Shoal Lake Intake can be variable; and
 - (iii) The GWWD train may have to go out on short notice at any time to an emergency.
- (c) No construction activities, material storage or the siting of vehicles and/or equipment shall be undertaken closer than 4 metres to the nearest rail of the GWWD track during any and all train movements.
- (d) For any and all emergency situations involving the Shoal Lake Aqueduct, South Transcona Feedermain and/or the GWWD Railway, immediately contact the Water Treatment Plant Control Centre at telephone number 204-986-5000.
- (e) All construction vehicles and equipment shall only cross the GWWD Railway Track, Shoal Lake Aqueduct and the South Transcona Feedermain at the existing Mazenod Road crossing of this infrastructure.

E9. COOPERATION AND COORDINATION

E9.1 Description

- (a) This specification shall cover requirements for the cooperation and coordination between the Contractor and other contractors using the site.

E9.2 Aqueduct Bridge Contractor

- (a) Construction of a concrete bridge spanning the Shoal Lake Aqueduct is expected to be ongoing concurrently with this project. The aqueduct is located within the GWWD right-of-way and the bridge will be on the proposed Ray Marius Road. The Contractor must coordinate any potentially disruptive activities with the personnel of the contractor building the bridge.

E10. RIP RAP

E10.1 Description

- (a) This specification shall cover requirements for all rip rap installed by the Contractor.

E10.2 Materials

- (a) Random stone rip rap is to be used at all outfalls. The rock used for rip rap shall be limestone or fieldstone, dense and durable, and resistant to the action of frost and water and suitable in all other respect for the purpose intended. Stone sizes shall range in size from 100 mm to 300 mm, unless otherwise noted in the Drawings. The Contract Administrator shall approve the rock before placing.

E10.3 Construction Methods

- (a) The bed for riprap shall be shaped and trimmed to the lines as shown on the Drawings or as staked by the Contract Administrator. No rip rap shall be placed until the bed is approved by the Contract Administrator.
- (b) Place a layer of geotextile fabric on the bed under the rip rap.
- (c) Place the rock carefully on the geotextile fabric so that it does not tear. Place the rock in such a manner that the larger stones are uniformly distributed and smaller stones serve to fill the places between the larger stones. Hand work shall be done to procure a neat and uniform surface with the thickness as shown on the Drawings.

E11. DITCHES

E11.1 Description

- (a) Further to CW 3110, the pay item "Ditch Excavation" shall include excavation and disposal of excavated material and fine grading of side slopes and ditch bottom.

E11.2 Construction Methods

- (a) At the locations shown on the Drawings, the Contractor shall provide all the equipment, labour, and material, necessary to construct the ditches.
- (b) The Contractor is to excavate to 100 mm below the final grade of the ditch bottom and slopes, to allow for topsoil and sod placement. The final grade shall be in accordance with CW 3520 and approved by the Contract Administrator.

E11.3 Method of Measurement

- (a) Measurement of ditch excavation shall be the linear metres of ditch excavated, measured along the centre line of the ditch, that has been pre-determined by the Contract Administrator.

E11.4 Basis of Payment

- (a) Construction of the ditches shall be paid for at the Contract Unit Price per linear metre for "Ditch Excavation (incl. fine grading of slopes and flat bottom)" as measured herein which price shall include all costs in connection with the excavation of all material, the disposal of all excavation material, and fine grading of slopes and ditch bottom.

E12. HIGH-PERFORMANCE CULVERTS

E12.1 General

- (a) Further to CW 3610, this specification shall cover the installation of CSP culverts with increased hydraulic performance.

E12.2 Materials

- (a) The 900 mm CSP culvert installed across Ray Marius Road must be in accordance with the following:
 - (i) 2.8 mm wall thickness
 - (ii) 19 mm x 19 mm square stiffeners at 190 mm centres
 - (iii) Provide a Manning's "n" factor equivalent to or less than 0.013

E12.3 Measurement and Payment

- (a) Measurement of this item shall be the linear metres of 900 CSP installed, as pre-determined by the Contract Administrator. This item shall be paid for at the Contract Unit Price per linear metre for "High Performance CSP Culverts (2.8 mm thick) (900 mm)" as measured herein which price shall include all costs in connection with excavation, culvert installation, bedding, backfill and compaction.

E13. UTILITY CONDUITS

E13.1 Description

- (a) Further to CW 2030, this specification shall cover the installation of all underground utility conduits to be installed by the Contractor.

E13.2 Layout

- (a) Survey and layout of all stakes and grades for utility conduit installation to be provided by Manitoba Hydro.

E13.3 Measurement and Payment

- (a) Measurement of this item shall be the linear metres of utility conduit installed, as pre-determined by the Contract Administrator. This item shall be paid for at the Contract Unit Price per linear metre for "Utility Conduit Installation" as measured herein which price shall include all costs in connection with excavation, conduit installation, bedding, backfill and compaction.

E14. STREET CLEANING

E14.1 Description

- (a) This specification shall cover requirements for ensuring that Mazenod Road and Camiel Sys Street are kept clean from all considerable mud or dirt deposits resulting from construction operations related to this contract.

E14.2 Removal of Mud and Dirt

- (a) Considerable mud or dirt deposits are to be removed with a loader upon direction by the Contract Administrator at approximately a frequency of every two weeks. This estimate was completed by the Contract Administrator and is subject to change based on severity of the deposits.
- (b) The extents of the mud and dirt removal on Mazenod Road and Camiel Sys Street will be determined by the Contract Administrator, and in extreme cases may entail the entire length of either street.
- (c) Care shall be taken to avoid damage to the asphalt or curbs.

E14.3 Street Sweeping

- (a) Upon completion of the mud and dirt removal with the loader, the street is to be cleaned with a mechanical self-propelled street sweeper, or as otherwise approved by the Contract Administrator.

- (b) The Contractor shall remove all debris and fine materials from the road for the sweeping to be considered complete. Sweeping is subject to approval by the Contract Administrator.

E15. CLEARING AND GRUBBING

E15.1 Description

- (a) Further to CW 3010, this specification shall cover the removal from site of trees, brush, shrubbery, vegetation and all other major surface litter within the site limits as marked by the Contract Administrator.

E15.2 Construction Methods

- (a) Clearing and grubbing to be done in accordance with CW 3010. The Contractor is to clear off-site all trees, roots, brush, shrubbery and other major surface litter from within the boundaries marked by the Contract Administrator. No clearing is to be done until the limits are marked and approved by the Contract Administrator.
- (b) Any minor surface vegetation, such as grasses, shall remain on-site and is to be included in the stripping and stockpiling operations outlined in E16. The Contract Administrator is to determine on-site which vegetation is considered major (clear off-site) and which is minor (handled in accordance with E16).

E15.3 Method of Measurement

- (a) Measurement of this item shall be the square metres of all trees and bush removed off-site as per this specification. The amount has been pre-determined by the Contract Administrator through means of topographic survey of existing treeline/bushline.

E15.4 Basis of Payment

- (a) This item shall be paid for at the Contract Unit Price per square metre for "Clearing and Grubbing".

E16. STRIPPING AND STOCKPILING OF EXISTING LAYER OF TOPSOIL

E16.1 Description

- (a) This specification shall cover the stripping and stockpiling of the top layer of topsoil/organic material within the area outlined on the Stripping and Stockpiling plan in Appendix D.
- (b) The area of the region to be stripped is 226,000 m².
- (c) A geotechnical site investigation was conducted in February 2020 with the sole purpose of determining the specific depth of topsoil/organic material on the site and is contained in Appendix B. The report analyzed 19 different boreholes in the area and determined that the average depth of topsoil/organic material was 147 mm.

E16.2 Construction Methods

- (a) All topsoil material must be stripped from the lots in the areas shown on the Stripping and Stockpiling Plan and as marked by the Contract Administrator.
- (b) The stripped material shall then be transported to the topsoil stockpile. The location of the stockpile is shown on the Stripping and Stockpiling plan and no stockpiling is to be done until this area is marked on site by the Contract Administrator.
- (c) A tolerance of up to 25 mm of topsoil will be permitted to remain in the stripped areas.
- (d) The fill material in the topsoil stockpile is to be set to the line and grades shown on the Stripping and Stockpiling Plan and as marked by the Contract Administrator.
- (e) Where the topsoil pile is adjacent to the south ditch, a pathway of no less than 5 metres wide must be left open at intervals of every 75 metres. These paths will run North-South and are in place to allow for drainage and access to ditch excavation placement. The width and spacing may be subject to change by the Contract Administrator based on actual site conditions and discussion with the Contractor.

E16.3 Measurement and Payment

- (a) Measurement of this item shall be the square metres of topsoil area stripped. This amount was pre-determined by the Contract Administrator and corresponds with the stripped area outlined in the Stripping and Stockpiling Plan in Appendix D. This item shall be paid for at the Contract Unit Price per square metre for "Stripping and Stockpiling Existing Layer of Topsoil (as per Stripping and Stockpiling Plan in Appendix D)" as measured herein which price shall include all costs in connection with stripping, loading, hauling, stockpiling, and constructing 5 metre-wide pathways every 75 metres.

E17. FILLING IN TEMPORARY DRAINAGE DITCH IN NORTH PARCEL

E17.1 Description

- (a) This specification shall cover the filling in of the temporary drainage ditch in the north parcel that was created to de-water the site during installation of the watermain in 2016. This ditch will be beneficial during the spring to de-water the site but must be filled in as soon as practicable.

E17.2 Construction Methods

- (a) Fill the ditch in with suitable site clay, either from the retention pond excavation or from the surrounding area. The existing piles from the excavation of this ditch are not to be used to fill in the ditch as they contain topsoil and organic material. Material used in filling of this ditch are to be approved by the Contract Administrator prior to filling.
- (b) Each layer shall be compacted to a density of not less than ninety (90%) percent of Standard Proctor and shall not exceed 200mm compacted thickness.
- (c) No frozen material may be used for filling in the ditch.

E17.3 Measurement and Payment

- (a) Measurement of this item shall be the linear metres of ditch filled, measured along the centreline of the ditch. This amount has been pre-determined by the Contract Administrator. This item shall be paid for at the Contract Unit Price per linear metre for "Fill in Existing Temporary Drainage Ditch" as measured herein which price shall include all costs in connection with filling and compaction of material.

E18. STRIPPING AND REMOVAL OF SOD FROM EXISTING RETENTION POND 7:1 SLOPE

E18.1 Description

- (a) This specification shall cover the stripping and removal of sod from the 7:1 slope on the existing retention pond. This is necessary to prepare the pond for upcoming naturalization works on the entire pond.

E18.2 Construction Methods

- (a) Using a sod cutter or other machinery approved by the Contract Administrator, entirely separate the sod layer from the pond while taking care to leave as much topsoil in place as possible. The depth of sod is expected to be between 25 mm and 50 mm. The Contractor is to only strip the sod within the boundaries marked by the Contract Administrator.
- (b) Haul the sod off-site.
- (c) Restore any damage done to the pond slope.

E18.3 Measurement and Payment

- (a) Measurement of this item shall be the square metres of sod removed. This amount has been pre-determined by the Contract Administrator. This item shall be paid for at the Contract Unit Price per square metre for "Stripping and Removal of Sod from Existing Retention Pond 7:1 Slope (25 mm to 50 mm Depth) (incl. haul off-site) (incl. restoration)" as measured herein which price shall include all costs in connection with stripping sod, hauling sod off-site and restoration of any damage to existing pond slopes.

E19. INSTALLATION OF SILT FENCE

E19.1 Description

- (a) This specification shall cover the installation of silt fence along the north side of the south drainage ditch and along a portion of the east side of the retention pond. The silt fence is required to prevent stockpiled topsoil from blowing into the ditch and pond.

E19.2 Materials

- (a) Silt fence fabric is to be approved by Contract Administrator prior to installation.
- (b) Stakes or posts must be of sufficient strength to properly perform as a sediment barrier and be at least 1.5 metres in length. Survey stakes will be acceptable but must be approved by the Contract Administrator prior to installation.

E19.3 Construction Methods

- (a) Silt fence is to be installed only after the entire south ditch has been excavated and fine graded to the approval of the Contract Administrator.
- (b) Silt fence location is to be located 3 metres north of the north limit of the south ditch. Other offsets are allowed if approved by the Contract Administrator. Silt fence location is depicted on the Stripping and Stockpiling Plan in Appendix D.
- (c) Excavate a 200 mm wide by 200 mm deep trench directly on the north side of the fence location along the entire length of the fence.
- (d) Place silt fence fabric in the trench covering both walls and the bottom, while leaving enough length of fabric on the fence side to cover the stakes/posts. Where a roll of fabric ends there must be a minimum of 300 mm of overlap.
- (e) Backfill the trench with the excavated material.
- (f) Drive stakes/posts into the ground along the entire silt fence location at a maximum spacing of 2.0 metres. Stakes/posts must be driven at least 500 mm into the ground or deeper if required to prevent heaving of stakes/posts in the spring. The stakes/posts must have a height of at least 900 mm above finished ground.
- (g) Attach the silt fence fabric to the stakes/posts with staples, wire, zip-ties, nails or any other means that is effective and to the approval of the Contract Administrator. Fabric to have minimum of 300 mm overlap. No sags are permitted along the length of the fence.
- (h) During sodding of the ditch, sections of the fence may be removed for ease of access but must be restored to original condition as soon as practicable.

E19.4 Measurement and Payment

- (a) Measurement of this item shall be the linear metres of silt fence installed. This amount has been pre-determined by the Contract Administrator. This item shall be paid for at the Contract Unit Price per linear metre for "Silt Fence Along South Ditch and Part of Pond" as measured herein which price shall include all costs in connection with the installation of the silt fence as per this specification.