



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 777-2018**

**2019 REGIONAL STREET RENEWAL PROJECT: ELLICE AVENUE  
REHABILITATION – ARLINGTON STREET TO MARYLAND STREET**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 2019 Regional Street Renewal Project: Ellice Avenue Rehabilitation – Arlington Street to Maryland Street

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 21, 2019.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 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.
- B3.3 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.
- B3.4 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.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

- B4.1 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.
- B4.2 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.

### **B5. ADDENDA**

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/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.
- B6.6 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.
- B6.6.1 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.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative 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 B17.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B7. BID COMPONENTS**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Form G1: Bid Bond and Agreement to Bond.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address.
- B7.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B7.4.2 A hard copy of Form B: Prices must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form B: Prices and the Microsoft Excel version of Form B: Prices, the PDF version shall take precedence.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:
- The City of Winnipeg
  - Corporate Finance Department
  - Materials Management Division
  - 185 King Street, Main Floor
  - Winnipeg MB R3B 1J1

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/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.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 13 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/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 and the corporate seal, if the corporation has one, shall be affixed;
- (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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

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

## **B9. PRICES**

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

B9.1.1 For the convenience of Bidders, and pursuant to B7.4.2 and B17.4.2, an electronic spreadsheet Form B: Prices in Microsoft Excel (.xls) format is available along with the Adobe PDF documents for this Tender on the Bid Opportunities page at the Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

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

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

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

(a) N/A

**B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 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.

B11.3 In connection with its Bid, each entity identified in B11.2 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.

B11.4 Without limiting B11.3, 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.

B11.5 Without limiting B11.3, 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 B11.4 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B12. QUALIFICATION**

B12.1 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.

B12.2 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 <http://www.winnipeg.ca/matmgt/debar.stm>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba).

B12.4 Further to B12.3(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/>.)
- B12.5 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.
- B12.6 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.
- B13. BID SECURITY**
- B13.1 The Bidder shall provide bid security in the form of a 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 the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond).
  - B13.1.1 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.
  - B13.1.2 All signatures on bid securities shall be original.
  - B13.1.3 The Bidder shall sign the Bid Bond.
  - B13.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B13.2 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 executed by 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.
- B13.3 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.
- B14. OPENING OF BIDS AND RELEASE OF INFORMATION**
- B14.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
  - B14.1.1 Bidders or their representatives may attend.
  - B14.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B13 will not be read out.
- B14.2 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 Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

- B14.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B14.4 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).
- B14.4.1 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.

#### **B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed and the 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.

#### **B16. WITHDRAWAL OF BIDS**

- B16.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 13 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 13 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Bid withdrawn.
- B16.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

#### **B17. EVALUATION OF BIDS**

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);

- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

B17.4 Further to B17.1(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.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.4.2 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Bid Price performed as a function of the formulas within the electronic Form B: Prices are correct.

## **B18. AWARD OF CONTRACT**

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 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.

B18.2.1 Without limiting the generality of B18.2, 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.

B18.3 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 B17.

B18.3.1 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 2019-01-15) 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](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:

- (a) Pavement Rehabilitation
  - (i) Ellice Avenue – Arlington Street to Maryland Street

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

- (a) Roadway Rehabilitation: 1<sup>st</sup> type of Work (from D2.1)
  - (i) planing of existing asphalt overlay as required;
  - (ii) sewer repairs;
  - (iii) adjustment of catch basins, catch pits, manholes, drainage inlets and other pavement appurtenances;
  - (iv) installation of catch basins and connecting pipe;
  - (v) full depth (200 mm) concrete repairs of existing slabs and joints;
  - (vi) renewal of curb and miscellaneous concrete slabs as required;
  - (vii) construction of sidewalk and paving band for north and south sidewalk;
  - (viii) boulevard grading and seeding/sodding;
  - (ix) asphalt patching over full depth concrete repairs;
  - (x) placement of mainline asphalt overlay (average thickness – 75 mm) utilizing automatic grade control for final lift; and
  - (xi) placement of tie-in asphalt overlay for project limits and private approaches.

#### D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) “**Local Street**” means an open (traversable) right-of-way that is not identified in Schedule E of the most recent City of Winnipeg Streets By-law No. 1481/77 (i.e. not a Regional Street);
- (b) “**Regional Street**” means those streets listed in Schedule E of the most recent City of Winnipeg Streets By-law No. 1481/77 ;
- (c) “**Rehabilitation**” means pavement, curb and sidewalk repairs, replacement or adjustment of drainage infrastructure, adjustment of appurtenances in the pavement and boulevards, and an asphalt overlay;”

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is Dillon Consulting Limited, represented by:

Taran J. Peters, P. Eng.  
Project Manager  
Telephone No. 204 453-2301 ext. 4031  
Email Address tpeters@dillon.ca

D4.2 At the pre-construction meeting, Taran J. Peters, P. Eng. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B7.

**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.

D5.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D5.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

**D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

**D7. NOTICES**

D7.1 Except as provided for in C23.2.2, 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.

D7.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3 D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D7.3 Notwithstanding C21, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

The City of Winnipeg  
Attn: Chief Financial Officer  
Office of the Chief Administrative Officer  
Susan A. Thompson Building  
2nd Floor, 510 Main Street  
Winnipeg MB R3B 1B9

D7.4 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

**D7.5 Bids Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

## **D8. FURNISHING OF DOCUMENTS**

D8.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him/her at cost.

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

D9.1 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.

### **D10. SAFE WORK PLAN**

D10.1 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.

D10.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D11. INSURANCE**

D11.1 The Contractor shall provide and maintain, and cause their Subcontractors to provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with the City and Manitoba and its Ministers, officers, employees and agents added as additional insureds, with a cross-liability clause. Such liability policy to also contain contractual liability, unlicensed motor vehicle liability, sudden and accidental pollution 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) 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 two million dollars (\$2,000,000.00) 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.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 All Subcontractors performing Work on the Project shall be registered with Workers Compensation Board of Manitoba, shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D11.4 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D11.5 The Contractor shall provide the City Solicitor and Manitoba with certificate(s) of insurance for themselves and all of their Subcontractors, 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 the C4.1 for the return of the executed Contract.

D11.6 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.

## **D12. CONTRACT SECURITY**

D12.1 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.

D12.2 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 letter of intent 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.

D12.3 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 D12.1(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.

## **D13. SUBCONTRACTOR LIST**

D13.1 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 or prior to a pre-construction meeting, or 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 C4.1 for the return of the executed Contract.

#### **D14. EQUIPMENT LIST**

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a pre-construction meeting, or 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 C4.1 for the return of the executed Contract.

#### **D15. DETAILED WORK SCHEDULE**

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

### **SCHEDULE OF WORK**

#### **D16. COMMENCEMENT**

D16.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D16.2 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 D9;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the twenty-four (24) hour emergency response phone number specified in D5.2.
  - (iv) the Safe Work Plan specified in D10;
  - (v) evidence of the insurance specified in D11;
  - (vi) the contract security specified in D12;
  - (vii) the subcontractor list specified in D13;
  - (viii) the equipment list specified in D14; and
  - (ix) the detailed work schedule specified in D15.
- (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.

D16.3 The Contractor shall not commence the Work on the Site before June 17, 2019 due to the Ellice water main renewal. Should this Work be completed earlier, the Contractor will be permitted to commence prior to June 17, 2019. The Contractor shall commence the Work on Site no later than June 21, 2019, as directed by the Contract Administrator and weather permitting.

#### **D17. WORKING DAYS**

D17.1 Further to C1.1(ii);

D17.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record his/her assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that he/she agrees with the Contract Administrator's determination of the Working Days assessed for the report period.

D17.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.

## **D18. RESTRICTED WORK HOURS**

D18.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

## **D19. WORK BY OTHERS**

D19.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Water and Waste Department
  - (i) Renewal of water main from Home to Simcoe and from Victor to McGee. The water main renewal to be completed prior to Contractor mobilizing.
  - (ii) Manhole replacement at Ellice and Home to be completed prior to Contractor mobilizing.
  - (iii) Sewer lining work may occur during Contract Work but will not interfere or impact Contractor progress.
- (b) City of Winnipeg Traffic Services
  - (i) Removal and installation of new traffic signage and line painting.
- (c) City of Winnipeg Traffic Signals
  - (i) Replacement of poles at Toronto, rebuild signals at Agnes and replace poles and install camera at Maryland.
- (d) BellMTS
  - (i) Miscellaneous adjustments of manholes and other appurtenances that may be required within this Contract.
- (e) KGS Group
  - (i) Renewal of alley south of Ellice Avenue between Toronto Street and Victor Street.

## **D20. SEQUENCE OF WORK**

D20.1 Further to C6.1, the sequence of work shall be as follows:

D20.1.1 The Work shall be divided into two (2) Stages . Stages are further subdivided into major items of work.

- (a) **Stage I** – Ellice Avenue Westbound Rehabilitation – Arlington Street to Maryland Street
  - (i) planing of asphalt overlay to varying depths;
  - (ii) adjustment of catch basins, catch pits, manholes, drainage inlets and other pavement appurtenances;
  - (iii) repair sewer mains and catch basin leads as required;
  - (iv) construction of paving band in sidewalk;
  - (v) full depth concrete repairs of existing slabs and joints;
  - (vi) renewal of sidewalk and curb as required;
  - (vii) boulevard grading and sodding;
  - (viii) asphalt patching over full depth repairs as required;
  - (ix) placement of first lift (scratch) of mainline asphalt overlay;
  - (x) placement of mainline asphalt overlay utilizing automatic grade control;
  - (xi) placement of tie-in asphalt overlay for side streets and private approaches; and
  - (xii) temporary asphalt ramping as required.

(b) **Stage II** – Ellice Avenue Eastbound Rehabilitation – Arlington Street to Maryland Street

- (i) planing of asphalt overlay to varying depths;
- (ii) adjustment of catch basins, catch pits, manholes, drainage inlets and other pavement appurtenances;
- (iii) repair sewer mains and catch basin leads as required;
- (iv) construction of paving band in sidewalk;
- (v) full depth concrete repairs of existing slabs and joints;
- (vi) renewal of sidewalk and curb as required;
- (vii) asphalt patching over full depth repairs as required;
- (viii) boulevard grading and sodding;
- (ix) placement of first lift (scratch) of mainline asphalt overlay;
- (x) placement of mainline asphalt overlay utilizing automatic grade control; and
- (xi) placement of tie-in asphalt overlay for side streets and private approaches.

D20.1.2 Immediately following the completion of the asphaltic concrete works of Stage I, the Contractor shall clean up the Site and remove all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D20.1.3 It should be noted that more than one concrete crew may be required at any one time to complete the Work within the allocated number of Working Days.

D20.1.4 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of the asphaltic concrete overlay, including the scratch course and patching.

D20.1.5 At the end of any day, there shall be no drop-off along any longitudinal joint, excepting the longitudinal joint between the gutter and approaches.

**D21. SUBSTANTIAL PERFORMANCE**

D21.1 The Contractor shall achieve Substantial Performance within fifty (50) consecutive Working Days of the commencement of the Work as specified in D16.

D21.2 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 re-inspected.

D21.3 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.

**D22. TOTAL PERFORMANCE**

D22.1 The Contractor shall achieve Total Performance within fifty-two (52) consecutive Working Days of the commencement of the Work as specified in D16.

D22.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D22.3 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.

### **D23. LIQUIDATED DAMAGES**

D23.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – Five thousand forty dollars dollars (\$5,040.00);
- (b) Total Performance – Three thousand five hundred thirty dollars dollars (\$3,530.00).

D23.2 The amounts specified for liquidated damages in D23.1 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.

D23.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

### **D24. SCHEDULED MAINTENANCE**

D24.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Reflective Crack Maintenance (during one year warranty period) as specified in CW 3250 – R7;
- (b) Sodding (maintenance period) as specified in CW 3510 – R9.

D24.2 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**

### **D25. JOB MEETINGS**

D25.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one (1) representative of the Contract Administrator, one (1) 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.

D25.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D26. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D26.1 Further to C6.24, 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).

## **D27. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D27.1 Further to B12.4, 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 B12.4.

## **MEASUREMENT AND PAYMENT**

### **D28. PAYMENT**

D28.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D29. WARRANTY**

D29.1 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.

## **THIRD PARTY AGREEMENTS**

### **D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D30.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D30.2 For the purposes of D30:

- (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.

D30.3 Indemnification By Contractor

D30.3.1 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.

D30.4 Records Retention and Audits

D30.4.1 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.

D30.4.2 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 D30.4.1 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.

D30.5 Other Obligations

D30.5.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D30.5.2 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.

D30.5.3 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.

D30.5.4 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 D12)

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. 777-2018

2019 Regional Street Renewal Project: Ellice Avenue Rehabilitation – Arlington Street to Maryland Street 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 D12)

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. 777-2018

2019 Regional Street Renewal Project: Ellice Avenue Rehabilitation – Arlington Street to Maryland Street

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)

**FORM J: SUBCONTRACTOR LIST**  
(See D13)

2019 Regional Street Renewal Project: Ellice Avenue Rehabilitation – Arlington Street to Maryland Street

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
<b><i>SURFACE WORKS:</i></b>		
<b>Supply of Materials:</b>		
Concrete		
Asphalt		
Base Course & Sub-Base		
Topsoil & Sod		
<b>Installation/Placement:</b>		
Asphalt Planing		
Concrete		
Asphalt		
Base Course & Sub-Base		
<b><i>UNDERGROUND WORKS:</i></b>		
<b>Supply of Materials:</b>		
Catch basins/Manholes		
Connecting Pipe		
<b>Installation/Placement:</b>		
Catch basins/Manholes		
Connecting Pipe		
Sewer Televising		
<b><i>OTHERS:</i></b>		

**FORM K: EQUIPMENT**  
(See D14)

2019 Regional Street Renewal Project: Ellice Avenue Rehabilitation – Arlington Street to Maryland Street

<p><b>1. Category/type: Asphalt Planing</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>2. Category/type: Concrete Restoration</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>3. Category/type: Asphalt Paving</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

**FORM K: EQUIPMENT**  
(See D14)

2019 Regional Street Renewal Project: Ellice Avenue Rehabilitation – Arlington Street to Maryland Street

<p><b>4. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>5. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>6. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

**FORM L: DETAILED WORK SCHEDULE**  
(See D15)

2019 Regional Street Renewal Project: Ellice Avenue Rehabilitation – Arlington Street to Maryland Street

For each item of Work, indicate the cumulative percentage proposed to be completed by the end of each time period until 100% completion is achieved.						
Items of Work	Time Period in Working Days					
	10	20	30	40	50	52
Stage I – Ellice Avenue Westbound						
Planing						
Underground Works						
Curb and Sidewalk Renewal						
Roadway Concrete Works						
Boulevard Landscaping						
Asphalt Overlay and Tie-ins						
Stage II – Ellice Avenue Eastbound						
Planing						
Underground Works						
Curb and Sidewalk Renewal						
Roadway Concrete Works						
Boulevard Landscaping						
Asphalt Overlay and Tie-Ins						

## 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 B6. 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 B6.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
	777-2018_Drawing_Cover Sheet-R0	A1
P-3505-2018-02	777-2018_Drawing_P-3505-2018_02-R0	A1
P-3505-2018-03	777-2018_Drawing_P-3505-2018_03-R0	A1
P-3505-2018-04	777-2018_Drawing_P-3505-2018_04-R0	A1
P-3505-2018-05	777-2018_Drawing_P-3505-2018_05-R0	A1
P-3505-2018-06	777-2018_Drawing_P-3505-2018_06-R0	A1
P-3505-2018-07	777-2018_Drawing_P-3505-2018_07-R0	A1
P-3505-2018-08	777-2018_Drawing_P-3505-2018_08-R0	A1
P-3505-2018-09	777-2018_Drawing_P-3505-2018_09-R0	A1

#### E2. PAVEMENT CORE REPORT

- E2.1 Further to C3.1, the pavement core report is provided to aid the Contractor's evaluation of the pavement structure. The pavement core report is contained in Appendix 'A'.

#### E3. OFFICE FACILITIES

- E3.1 The Contractor shall supply office facilities meeting the following requirements:
- The field office shall be for the exclusive use of the Contract Administrator.
  - The building shall be conveniently located near the site of the Work.
  - The building shall have a minimum floor area of twenty (20) square metres, a height of two point four (2.4) metres with two (2) windows for cross ventilation and a door entrance with a suitable lock.
  - The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.



- (e) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three (3) wall outlets.
  - (f) The building shall be furnished with one (1) desk, one (1) drafting table, one (1) meeting table, one (1) stool, one (1) legal size filing cabinet and minimum of eight (8) chairs.
  - (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
  - (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when he/she deems it necessary.
- E3.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.
- E3.3 The office facilities will be provided from the date of the commencement of the Work to the date of Total Performance.
- E3.4 On a one time basis, where directed by the Contract Administrator, the Contractor shall relocate the office facilities to a location more convenient for the remaining Work.

#### **E4. PROTECTION OF EXISTING TREES**

- E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- (a) the Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within two (2) metres of trees;
  - (b) trees identified to be at risk by the Contract Administrator are to be strapped with twenty-five (25) by one hundred (100) by twenty-four hundred (2400) millimetres wood planks, or suitably protected as approved by the Contract Administrator;
  - (c) excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of one and a half (1.5) times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation;
  - (d) operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located;
  - (e) work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- E4.3 No separate measurement or payment will be made for the protection of trees.
- E4.4 Except as required in clause E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

## E5. TRAFFIC CONTROL

E5.1 Further to clauses 3.6, 3.7 and 3.8 of CW 1130:

- (a) where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410; and
- (b) in accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or subcontractor.

E5.2 Notwithstanding E5.1, in accordance with the MTTC, the Contract Administrator shall make arrangements with the **Traffic Services Branch of the City of Winnipeg** to place, maintain, and remove all **regulatory signs** and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:

- (a) parking restrictions;
- (b) stopping restrictions;
- (c) turn restrictions;
- (d) diamond lane removal;
- (e) full or directional closures on a Regional Street;
- (f) traffic routed across a median;
- (g) full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure; and
- (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.

E5.2.1 An exception to E5.2 is the 'KEEP RIGHT/KEEP LEFT' sign (RB-25 / RB-25L) which shall be supplied, installed, and maintained by the Contractor at their own expense.

E5.2.2 Further to E5.2, where the Contract Administrator has determined that the services of the Traffic Services Branch are required, the City shall bear the costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.

## E6. TRAFFIC MANAGEMENT

E6.1 See the applicable traffic staging Contract Drawings for details and order of the Contract traffic management.

E6.2 Further to clause 3.7 of CW 1130:

- (a) single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.

E6.2.1 Maintain a minimum of one (1) lane of traffic westbound and one (1) lane of traffic eastbound during construction, including during paving and milling operations. When no work is being performed on Site, non-essential lane closures will not be permitted.

- E6.2.2 East-west traffic at Maryland Street and Arlington Street intersections must be maintained during construction to allow for one (1) lane of traffic in each direction to go straight through and another lane in each direction to turn left where left turns are currently permitted.
- E6.2.3 Intersecting Local Street, median opening and private approach access shall be maintained at all times unless joint/slab repairs or planing/paving operations require temporary closure. Temporary closures are to be staggered such that consecutive intersections are not closed at the same time. Traffic on intersecting Regional Streets shall be maintained at all times as stated in E6.2.2 unless planing/paving operations require temporary complete closures. Temporary complete closures shall be no longer than ten (10) minutes during asphalt planing/paving operations and shall be completed during off peak hours.
- E6.2.4 Flag persons may be necessary to maintain the flow of traffic during certain Work operations.
- E6.2.5 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of twenty-four (24) hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E6.2.6 Pedestrian access must be maintained on the north and south sidewalks throughout construction. One (1) pedestrian crossing in the north-south direction must be maintained at all intersections at all times.
- E6.2.7 Winnipeg Transit access to be maintained, including bus stops. Should the Contractor be unable to maintain bus stops or side street bus routes, it shall be reviewed with the Contract Administrator at least forty-eight (48) hours to see if modifications can be made.
- E6.2.8 Ambulance/emergency vehicle access must be maintained at all times.

## **E7. REFUSE AND RECYCLING COLLECTION**

- E7.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time, in accordance with E7.2 to permit the normal collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

- E7.2 Collection Schedule:

**Ellice Avenue – Arlington Street to Maryland Street..**

<i>Collection Day(s):</i>	<b>Friday A</b>
<i>Collection Time:</i>	<b>0:700 – 18:00</b>

- E7.3 No measurement or payment will be made for the work associated with this Specification.

## **E8. PEDESTRIAN SAFETY**

- E8.1 During the project a temporary snow fence shall be installed in locations such as open excavations that are adjacent to pedestrian facilities. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.

## **E9. WATER OBTAINED FROM THE CITY**

- E9.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

## **E10. SURFACE RESTORATIONS**

E10.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

## **E11. INFRASTRUCTURE SIGNS**

E11.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 421 Osborne Street. The Contractor shall mount each sign securely to a rigid backing material approved by the Contract Administrator. The Contractor shall fasten each sign to a suitable support and erect and maintain one sign at each street as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove and dispose of the signs and supports. No measurement for payment will be made for performing all operations herein described and all other items incidental to the work described

## **E12. PAVING STONE REMOVAL**

E12.1 Description

E12.1.1 This Specification covers the removal of paving stones.

E12.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E12.2 Referenced Specifications and Drawings

- (a) The latest version of the City of Winnipeg Standard Construction Specifications
  - (i) CW 3235 – Renewal of Existing Miscellaneous Concrete Slabs

E12.3 Construction Methods

E12.3.1 Remove paving stones at locations as shown on the Drawings or as directed by the Contract Administrator.

E12.3.2 Ensure the removal methods do not chip, damage or undercut the adjacent slabs that are to remain.

E12.3.3 Resaw-cut chipped, damaged or undercut slabs beyond the removal limits as directed by the Contract Administrator at the Contractors own expense.

E12.3.4 Remove the paving stones around existing curb stops and water valves by hand methods.

E12.3.5 Dispose of removed paving stone materials in accordance with clause 3.4 of CW 1130.

E12.4 Measurement and Payment

E12.4.1 Paving stone removal will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Paving Stone Removal". The area to be paid for will be the total number of square metres of existing brick paving stone removed in accordance with this Specification, accepted and measured by the Contract Administrator.

## **E13. ABANDON EMPTY TREE WELLS**

E13.1 Description

E13.1.1 This Specification covers the abandonment of empty tree wells as shown on the Drawings.

E13.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

#### E13.2 Construction Methods

E13.2.1 Abandon empty tree wells at locations as shown on the Drawings or as directed by the Contract Administrator.

E13.2.2 Remove concrete border and tree grate. Ensure the removal methods do not chip, damage or undercut the adjacent slabs to remain.

E13.2.3 Resaw-cut chipped, damaged or undercut slabs beyond the removal limits as directed by the Contract Administrator at the Contractors own expense.

E13.2.4 Excavate to a minimum depth of one hundred and fifty (150) millimetres below the existing top of sidewalk grade or as directed by the Contract Administrator.

E13.2.5 Dispose of removed materials in accordance with clause 3.4 of CW 1130 and clause 9 of CW 3010.

#### E13.3 Measurement and Payment

E13.3.1 Abandoning tree wells will be measured on a unit basis and paid for at the Contract Unit Price per unit item for "Abandon Tree Well", performed in accordance with this Specification and accepted by the Contract Administrator, which price shall be paid in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work. The number to be paid for will be the total number of tree wells abandoned in accordance with this Specification and accepted by the Contract Administrator.

### **E14. ONE HUNDRED (100) MILLIMETRE CONCRETE SIDEWALK WITH BLOCK-OUTS FOR INTERLOCKING PAVING STONES**

#### E14.1 Description

E14.1.1 Further to the latest version of the City of Winnipeg Standard Construction Specification CW 3325, this Specification shall cover the:

- (a) installation of one hundred (100) millimetre concrete sidewalk where block-outs for interlocking paving stones are required; and
- (b) the Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

#### E14.2 Referenced Specifications and Drawings

- (a) The latest version of the City of Winnipeg Standard Construction Specifications
  - (i) CW 3310 – Portland Cement Concrete Pavement; and
  - (ii) CW 3325 – Portland Cement Concrete Sidewalk.

#### E14.3 Materials and Equipment

##### E14.3.1 General

- (a) All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- (b) The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.

(c) Concrete mix design shall comply with clause 6.2a) of the latest version of the CW 3310.

(d) All other materials as per clause 5 of the latest version of the CW 3310.

#### E14.3.2 Equipment

(a) All equipment shall be of a type acceptable to the Contract Administrator and shall be kept in good working order.

#### E14.4 Construction Methods

E14.4.1 Construction shall take place in accordance with the Drawings and CW 3310 and CW 3325.

E14.4.2 Blockouts for all indicator strip paving stones in sidewalk to be constructed as shown on the Drawings. All forming is incidental to the unit price Bid for the Specification.

E14.4.3 Verify dimensions of unit pavers prior to construction of the blockouts. Gaps between pavers and concrete pavement in excess of six (6) millimetres (1/4") will be rejected.

E14.4.4 Meet existing grades and slopes unless otherwise indicated on the Drawings. Notify the Contract Administrator where this requirement will not result in positive drainage.

E14.4.5 Thickened sidewalk or thickened edge of sidewalk will be incidental to the unit price bid for the sidewalk.

E14.4.6 Removal of any existing paving stone shall be as per E12.

#### E14.5 Measurement and Payment

E14.5.1 Constructing the concrete sidewalk shall be paid for at the Contract Unit Price per square metre for "100 mm Concrete Sidewalk with Paving Stone Blockout", measured as specified herein, performed in accordance with this Specification and accepted by the Contract Administrator, which price shall be paid in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work. The area to be paid for shall be the total number of square metres of sidewalk measured from the face of the curb to all sidewalk extremities, constructed in accordance with this Specification and as measured and accepted by the Contract Administrator.

### **E15. INTERLOCKING PAVING STONES**

#### E15.1 Description

E15.1.1 Further to the latest version of the City of Winnipeg Standard Construction Specification CW 3335, this Specification shall cover the:

- (a) supplying and installing of interlocking paving stones (unit pavers) used in paving pattern/fields and as indicator strips; and
- (b) supplying and installing of sand setting bed.

E15.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary or and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

#### E15.1.3 Referenced Specifications and Drawings

- (a) The latest version of the City of Winnipeg Standard Construction Specifications
  - (i) CW 3330 – Installation of Interlocking Paving Stones.

#### E15.2 Materials And Equipment

##### E15.2.1 General

- (a) All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- (b) The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.

#### E15.2.2 Interlocking Paving Stones

- (a) Concrete interlocking paving stones (unit pavers) for indicator strips or equivalent in accordance with B6, supplied by:
  - Barkman Concrete
  - [www.barkmanconcrete.com](http://www.barkmanconcrete.com)
  - [http://www.barkmanconcrete.com/images/uploads/resources/specs\\_catalogue\\_2017OCT.pdf](http://www.barkmanconcrete.com/images/uploads/resources/specs_catalogue_2017OCT.pdf)
- (b) As shown on the Drawings and as follows:
  - (i) Charcoal Holland Paver sixty (60) by two hundred and ten (210) by two hundred and ten (210) millimetres.
- (c) Concrete interlocking paving stones (unit pavers) for indicator strips shall be clay brick pavers conforming to CAN3-A231.2, precast concrete pavers. Further to CAN3-A231.2.6.1.1, where concrete pavers are shipped for installation before the pavers are twenty eight (28) days old, the average compressive strength of these pavers at the time of delivery to the Site shall be not less than 40 MPA.

#### E15.2.3 Sand

- (a) Clean brick sand as joint filler.
- (b) Clean brick sand as minimum thirteen (13) millimetres depth setting bed.
- (c) Bedding sand shall be fine aggregate as specified in CW 3330.

#### E15.3 Equipment

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

#### E15.4 Construction Methods

##### E15.4.1 Installation of Indicator Strip Paving Stones in Blockouts

- (a) Paving stones shall be installed in formed concrete blockouts in accordance with CW 3330, set in locations and patterns as shown on the Drawings. Spaces between joints shall not exceed three (3) millimetres, and shall be uniform and consistent while maintaining true patterns as indicated on the Drawings.
- (b) Contractor to verify the exact dimensions of pavers prior to construction of blockouts in concrete sidewalk.
- (c) Remove and dispose of existing paving stones in existing sidewalks. Any removal and/or disposal shall be incidental to the Work within this Specification.
- (d) Install concrete sidewalk complete with blockouts for paving stones as specified on the Drawings.
- (e) Install sand bed to minimum thirteen (13) millimetres depth as shown on the Drawings.
- (f) Do not compact setting bed prior to installation of pavers.
- (g) Spread only sufficient area which can be covered with pavers same day.
- (h) Remove adjacent pavers in patterns as required to ensure that bricks do not require cutting to fit existing paving pattern.

- (i) Where paving pattern is interrupted by vertical structural elements, pavers must be saw cut and fit true and hand tight.
- (j) Commence installation of pavers against edge to obtain straightest possible course for installation.
- (k) Pavers shall be cut with a saw only, to obtain true even undamaged edges. Chipped pavers are unacceptable.
- (l) Crews shall work on installed pavers, not on sand layer.
- (m) Spread and fine grade brick sand over paving surface and sweep into joints, in several directions. Sand is incidental to the price for supply and installation of pavers.
- (n) Compact pavers with vibratory plate compactor having mass of at least one hundred and thirteen (113) kilograms. Compaction is incidental to the price for supply and installation of paving stone.
- (o) Sweep remaining sand over all paving areas until joints are full and remove excess from Site.
- (p) Remove cracked, chipped, broken or otherwise damaged paving materials from Site immediately.
- (q) Upon completion, clean in accordance with manufacture's recommendations.

#### E15.5 Measurement And Payment

- E15.5.1 Interlocking paving stone Work will be measured on an area basis and will be paid for at the Contract Unit Price per square metre for "Interlocking Paving Stones", measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this Specification. The area to be paid for shall be the installed area of paving stones.
- (i) Charcoal Holland Paver sixty (60) by two hundred and ten (210) by two hundred and ten (210) millimetres.

### **E16. REMOVAL OF STUMPS**

#### E16.1 Description

##### E16.1.1 General

- (a) This Specification shall cover the grinding down of stumps in the center median as directed by the Contract Administrators.

#### E16.2 Referenced the latest version of the City of Winnipeg Standard Construction Specifications

- (a) CW 3010 – Clearing and Grubbing.

#### E16.3 Materials

##### E16.3.1 General

- (a) The grinding of stumps specified by the Contract Administrator shall be done with the use of a mechanical stump grinder.

#### E16.4 Construction Method

##### E16.4.1 General

- (a) Stumps will be ground a minimum depth of three hundred (300) millimetres from top of finished sidewalk and the material removed from the specified areas as marked and confirmed by the Contract Administrator.
- (b) The Contractor shall take all precautions to prevent damage to traffic, structures, pole lines, adjacent properties and to trees and shrubs designated to be saved.
- (c) The Contractor shall arrange for any Elmwood to be disposed of by the City of Winnipeg.



(d) Remove and dispose of material as per clause 9 of CW 3010.

**E16.5 Measurement and Payment**

E16.5.1 Grinding of stumps will be measured on a unit basis and paid for at the Contract Unit Price per unit item for "Stump Grinding". The number to be paid for will be the total number of stumps ground in accordance with this Specification and accepted by the Contract Administrator.

**E17. TREE ISOLATION AREA WORK**

**E17.1 Description**

**E17.1.1 General**

(a) Topsoil and black granite mulch shall be placed around existing trees in the median or south boulevard in existing or newly constructed tree isolation areas along Ellice Avenue.

**E17.2 Materials**

**E17.2.1 General**

- (a) Topsoil will conform to the materials as outlined in clause 5.2 of CW 3540-R3.
- (b) Mulch shall be a black granite mulch with chips not less than fifteen (15) millimetres nor larger than seventy-five (75) millimetres in size and not less than seventy-five (75) millimetres thick. Mulch shall be free of leaves, branches, and other extraneous matter.

**E17.3 Construction Methods**

**E17.3.1 General**

- (a) Hand excavate loose soil and scarify around tree roots as much as possible to a depth of one hundred (100) millimetres, being careful not to damage roots. Dispose of soil.
- (b) Hand place topsoil and black granite mulch.

**E17.4 Measurement and Payment**

E17.4.1 Supply and placement of new topsoil and black granite mulch will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Topsoil and Black Granite Mulch". The area to be paid for will be total area of new Topsoil and Black Granite supplied and placed within tree isolation areas in accordance with this Specification and accepted by the Contract Administrator.

**E18. SIGN SUPPORT CLAMPS**

E18.1 The Contractor shall install all new sign support clamps at the locations shown on the Drawings or as directed by the Contract Administrator. The City shall supply all sign support clamps.

E18.2 All costs in connection with the installation of sign support clamps are incidental to the Contract.

**E19. REMOVAL AND INSTALLATION OF BIKE LOCK POSTS**

**E19.1 Description**

E19.1.1 This Specification shall cover the removal, storage and re-installation of the bike lock posts as identified on the Drawings.

**E19.2 Construction Methods**

**E19.2.1 Bike Lock Post Removal**

- (a) The existing steel post designated for removal to facilitate construction shall be carefully removed and salvaged. All components and all hardware shall be salvaged for reuse and stored at a secure location.
- (b) In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements necessary, at his own expense, to the satisfaction of the Contract Administrator. In no case shall the Contractor reinstall a damaged component.

**E19.2.2 Site Inspection**

- (a) Prior to commencing installation of the posts, the Contractor shall verify that it can be installed in strict accordance with the Drawings. This shall include contacting all utilities and other owners of underground facilities in order to ensure that the proposed location of the posts is not in conflict with existing or proposed utilities and installations.
- (b) Should there be a conflict between a proposed location and any facility the Contract Administrator shall be notified immediately.

**E19.2.3 Re-Installation of Bike Lock Post**

- (a) The bike lock posts shall be re-installed to the satisfaction of the Contract Administrator.

**E19.3 Measurement and Payment**

- E19.3.1** Removal, storage and re-installation of bike lock posts, and all related appurtenances will be measured on a per unit basis and paid for at the Contract Unit Price for the "Removal and Installation of Bike Lock Posts". The area to be paid for will be the total number of bike lock posts removed, stored and re-installed in accordance with this Specification and accepted by the Contract Administrator.

**E20. REMOVAL OF PAINTED TREE BRACES**

**E20.1 Description**

- E20.2** This Specification shall cover the removal of the painted tree braces as identified on the Drawings.

**E20.3 Construction Methods**

**E20.3.1 Painted Tree Brace Removal**

- (a) The existing steel post designated for removal to facilitate construction shall be carefully removed.
- (b) Ensure the removal methods do not chip, damage or undercut the adjacent slabs that are to remain.
- (c) Resaw-cut chipped, damaged or undercut slabs beyond the removal limits as directed by the Contract Administrator at the Contractors own expense.
- (d) Remove tree braces around existing curb stops and water valves by hand methods.

- E20.3.2** Dispose of removed tree braces in accordance with clause 3.4 of CW 1130 and clause 9 of CW 3010.

**E20.4 Measurement and Payment**

- E20.4.1** Removal, of Painted Tree Braces, and all related appurtenances will be measured on a per unit basis and paid for at the Contract Unit Price for the "Removal of Painted Tree Braces". The number to be paid for will be the total number of tree braces removed in accordance with this Specification and accepted by the Contract Administrator.

## **E21. ASPHALT PATCHING OF MISCELLANEOUS CONCRETE**

### **E21.1 Description**

### **E21.2 General**

E21.2.1 This Specification covers the placement of asphalt patches in various situations to prepare a concrete pavement for subsequent placement of mainline asphalt pavement overlay. This includes patching full depth concrete repairs, cracks and joints, and vertical faults.

E21.2.2 Referenced the latest version of the City of Winnipeg Standard Construction Specifications

- (a) CW 1130-R2 – Site Requirements
- (b) CW 3230 – Full-Depth Patching of Existing Slabs and Joints
- (c) CW 3250-R7 – Joint and Crack Maintenance
- (d) CW 3410-R10 – Asphaltic Concrete Pavement Works

### **E21.3 Material and Equipment**

#### **E21.3.1 Asphalt Materials**

- (a) Asphalt material will be Type 1A supplied in accordance with clause 5 and 6 of CW 3410

#### **E21.3.2 Tack Coat**

- (a) Tack Coat will be undiluted SS-1 emulsified asphalt or approval equal.

### **E21.4 Equipment**

E21.4.1 Equipment as per clause 8 of CW 3410-R10.

### **E21.5 Construction Methods**

#### **E21.5.1 Full Depth Concrete Repairs**

- (a) Place asphaltic concrete over the newly constructed joint repair where there is a minimum of twenty (20) millimetres elevation difference between repair surface and adjacent pavement surface. Remove any loose or debonded asphalt at the joint perimeter and place new asphaltic concrete in these areas as well.
- (b) Dispose of all material in accordance with clause 3.4 of CW 1130-R2.
- (c) Prior to placement of asphaltic concrete patching material, ensure surface is clean and dry.
- (d) Prepare the joint surface with a uniform application of tack coat applied in small quantities sufficient to wet the concrete surface.
- (e) Place and compact asphaltic concrete over the joint repair in accordance with clause 9.3 of CW 3410-R8 and to the satisfaction of the Contract Administrator so that the finished elevation of the patch is flush with surrounding asphalt surface.
- (f) Compact the asphalt material to an average ninety five percent (95%) of the seventy-five (75) blow Marshall Density of the paving mixture with no individual test being less than ninety percent (90%).
- (g) Ensure that no traffic is allowed to cross the patched area until the asphalt has cooled to atmospheric temperature.

#### **E21.5.2 Crack/Joint Patching**

- (a) Construction Methods as per clause 3.4 of CW 3250-R7.

## E21.6 Measurement and Payment

- E21.6.1 Asphalt Patching of Miscellaneous Concrete will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Asphalt Patching of Miscellaneous Concrete". The area to be paid for will be the total number of square metres of full depth joints, cracks and joints, and vertical faults patched in accordance with this Specification.

## E22. TEMPORARY SUPPORT OF EXISTING HYDRO POLES

### E22.1 Description

- E22.1.1 This Specification shall cover the requirements for excavation and backfilling operations in proximity to existing hydro poles.
- E22.1.2 Temporary support will be required if the following requirements are not achieved:
- (a) For excavation near poles, the minimum amount of undisturbed earth to be left around all poles shall be one (1) metre. The maximum slope angle of undisturbed earth shall be two to one (2:1) ratio until the desired depth is reached. The minimum separation for excavations deeper than half (0.5) metre shall be one and a half (1.5) metres. Excavations to be backfilled and tamped to maintain slope. See Appendix 'B' for additional information on Manitoba Hydro Pole Excavation Standards.
- E22.1.3 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of the Work as hereinafter specified. All materials supplied under this Specification shall be subject to inspection and acceptance by the Contract Administrator.

### E22.2 Equipment

- E22.2.1 The Contractor shall supply a five (5) ton picker truck, or equivalent as approved by the Contract Administrator or Manitoba Hydro, for the purposes of supporting hydro poles while excavation and backfilling operations are performed in the area immediately adjacent to the poles.

### E22.3 Construction Methods

- E22.3.1 The Contractor shall follow the directives of a Manitoba Hydro representative for all operations in regards to supporting hydro poles and performing excavation and backfilling operations immediately adjacent to the poles.

### E22.4 Measurement and Payment

- E22.4.1 Temporary Support of Existing Hydro Poles will be measured on a time basis and paid for at the Contract Unit Price per hour for "Temporary Support of Existing Hydro Poles." The number of hours to be paid for will be the total number of hours required to support hydro poles during excavation and backfilling operations, as measured and accepted by the Contract Administrator.

## E23. ASPHALT PAVEMENT REMOVALS

- E23.1 The Contractor shall review the Pavement Core Report as shown in Appendix 'A' prior to submitting pricing for the work. The asphalt thickness ranges specified in the report are representative only and may vary in the field.
- E23.2 Any additional measures required for confirming thickness and removing asphalt during joint repairs or slab renewals are the responsibility of the Contractor and no additional payment will be made.

# **APPENDIX 'A'**

## **PAVEMENT CORE REPORT**

## **APPENDIX 'A' – PAVEMENT CORE REPORT**

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<b>PAVEMENT CORE REPORT FOR ELLICE AVENUE</b>	<b>1</b>
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Summary of Core Samples	2
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The geotechnical report is provided to aid in the Contractor's evaluation of the existing pavement structure and/or soil conditions. The information presented is considered accurate at the locations shown on the Drawings and at the time of drilling. However, variations in pavement structure and/or soil conditions may exist between test holes and fluctuations in groundwater levels can be expected seasonally and may occur as a result of construction activities. The nature and extent of variations may not become evident until construction commences.

### Pavement Core Report for Ellice Avenue

#### Test Hole Locations



12/28/2017 10:57 AM  
2018/08/06 10:57 AM  
2018/08/06 10:57 AM

OPEN: BERT RD 1147 - W126

3/18/2018  
12/28/2017

**Stantec**  
Stantec Consulting Ltd.  
Suite 500, 311 Portage Avenue  
Winnipeg MB Canada R3B 2B9  
Tel: 204.489.5900 Fax: 204.453.9012  
www.stantec.com

Legend  
➔ APPROXIMATE TEST HOLE LOCATION

Notes

DELOON CONSULTING LTD.  
STREET REPAIRS FOR ELLICE AVENUE  
WINNIPEG, MB  
TESTHOLE LOCATION PLAN

## Summary of Core Samples

Table 1 - Pavement Investigation for Street Renewal - Ellice Avenue from Arlington Street to Maryland Street

Testhole ID	Testhole Location	Pavement Surface		Comments
		Type	Thickness (mm)	
TH01	Ellice Avenue Westbound median lane, 34 m east of Arlington Street 6 m south of north curb	Asphalt	150	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 150 mm</li> <li>• asphalt pavement not bonded to underlying concrete pavement</li> <li>• deterioration of concrete pavement from 150 to 210 mm</li> <li>• sound concrete from 210 to 300 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	150	
TH02	Ellice Avenue Eastbound curb lane, 10 m east of Home Street 3 m north of south curb	Asphalt	160	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 160 mm</li> <li>• asphalt pavement not bonded to underlying concrete pavement</li> <li>• deterioration of concrete pavement from 160 to 210 mm</li> <li>• sound concrete from 210 to 260 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	120	
TH03	Ellice Avenue Westbound median lane, 8 m west of Simcoe Street 5.5 m south of north curb	Asphalt	180	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 180 mm</li> <li>• asphalt pavement not bonded to underlying concrete pavement</li> <li>• severe deterioration of concrete pavement from 180 to 260 mm</li> <li>• sound concrete from 260 to 360 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	180	
TH04	Ellice Avenue Eastbound curb lane, 54 m east of Toronto Street 3 m north of south curb	Asphalt	170	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 200 mm</li> <li>• asphalt pavement not bonded to underlying concrete pavement</li> <li>• severe deterioration of concrete pavement from 200 to 260 mm</li> <li>• sound concrete from 260 to 310 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	140	
TH05	Ellice Avenue Westbound curb lane, 10 m west of Toronto Street 1.25 m south of north curb	Asphalt	200	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 200 mm</li> <li>• asphalt pavement not bonded to underlying concrete pavement</li> <li>• severe deterioration of concrete pavement from 200 to 305 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	105	
TH06	Ellice Avenue Eastbound curb lane, 8 m east of Toronto Street 3 m north of south curb	Asphalt	140	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 140 mm</li> <li>• asphalt pavement not bonded to underlying concrete pavement</li> <li>• deterioration of concrete pavement from 140 to 160 mm</li> <li>• sound concrete from 160 to 260 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	120	
TH07	Ellice Avenue Westbound median lane, 16 m west of Victor Street 6 m south of north curb	Asphalt	180	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 180 mm</li> <li>• asphalt pavement not bonded to underlying concrete pavement</li> <li>• severe deterioration of concrete pavement from 180 to 230mm</li> <li>• sound concrete from 230 to 360 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	180	
TH08	Ellice Avenue Eastbound median lane, 15 m west of Agnes Street 6 m north of south curb	Asphalt	125	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 125 mm</li> <li>• asphalt pavement bonded to underlying concrete pavement</li> <li>• sound concrete from 125 to 260 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	155	
TH09	Ellice Avenue Westbound curb lane, 36 m east of Agnes Street 3 m south of north curb	Asphalt	40	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 40 mm</li> <li>• asphalt pavement bonded to underlying concrete pavement</li> <li>• sound concrete from 40 to 290 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	250	
TH10	Ellice Avenue Eastbound curb lane, 2 m east of Mcgee Street 3 m north of south curb	Asphalt	170	<ul style="list-style-type: none"> <li>• sound asphalt pavement from 0 to 170 mm</li> <li>• asphalt pavement not bonded to underlying concrete pavement</li> <li>• severe deterioration of concrete pavement from 170 to 270 mm</li> <li>• crushed limestone base below concrete pavement</li> </ul>
		Concrete	100	



**Pavement Core Photos**



**Figure 1 - TH01 Core**



**Figure 2 - TH02 Core**



Figure 3 - TH03 Core



Figure 4 - TH04 Core



Figure 5 - TH05 Core



Figure 6 - TH06 Core



Figure 7 - TH07 Core



Figure 8 - TH08 Core



Figure 9 - TH09 Core



Figure 10 - TH10 Core

# **APPENDIX 'B'**

## **MANITOBA HYDRO EXCAVATION STANDARDS**