



THE CITY OF WINNIPEG

TENDER

TENDER NO. 100-2019

**2019 DOWNTOWN STREETS – MAIN ST – HIGGINS AVE TO LOMBARD AVE –
ASPHALT OVERLAY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2019 Downtown Streets – Main St – Higgins Ave to Lombard Ave – Asphalt Overlay

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 5, 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 D3.1.

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 D3.

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, hard copy;
 - (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 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D28. Any such costs shall be determined in accordance with D28.
- B9.1.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

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; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2019 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B18.4 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D28 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B18.5 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 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
- 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) Asphalt overlay, Sidewalk renewal and associated works
 - (i) Main Street (Northbound) – 30m South of Lombard Avenue to Higgins Avenue
 - (ii) Main Street Southbound) – Logan Avenue to 30m South of Lombard Avenue

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

- (a) Main Street - Northbound – 30m South of Lombard Avenue to Higgins Avenue
 - (i) Planing of existing asphalt overlay where required
 - (ii) Full depth concrete slab and joint repairs
 - (iii) Adjustment of existing pavement and sidewalk structures
 - (iv) Remove and replace concrete bases
 - (v) Renewal of tree vaults
 - (vi) Renewal of median safety curb
 - (vii) Renewal of existing barrier curb
 - (viii) Renewal of existing sidewalk with block-outs for interlocking paving stones
 - (ix) Install detectable warning tiles
 - (x) Placement of asphalt overlay (average thickness 80mm)
- (b) Main Street - Southbound – Logan Avenue to 30m South of Lombard Avenue
 - (i) Planing of existing asphalt overlay where required
 - (ii) Full depth concrete slab and joint repairs
 - (iii) Adjustment of existing pavement and sidewalk structures
 - (iv) Remove and replace concrete bases
 - (v) Renewal of tree vaults
 - (vi) Renewal of median safety curb
 - (vii) Renewal of existing barrier curb
 - (viii) Renewal of existing sidewalk with block-outs for interlocking paving stones
 - (ix) Install detectable warning tiles
 - (x) Placement of asphalt overlay (average thickness 80mm)

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Cory Humbert, C.E.T.
Technologist 3

Telephone No. 204 226 2303
Email Address chumbert@winnipeg.ca

D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D3.3 Bids Submissions must be submitted to the address in B7.

D4. CONTRACTOR'S SUPERVISOR

D4.1 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.

D4.2 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 D4.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 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.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 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.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. NOTICES

D6.1 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.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3 D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

D6.3 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

- D6.4 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

- D6.5 Bids Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B7.**

D7. FURNISHING OF DOCUMENTS

- D7.1 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

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 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>

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.
- D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11. CONTRACT SECURITY

- D11.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.
- D11.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of 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.
- D11.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D12. SUBCONTRACTOR LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at 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.

D13. DETAILED WORK SCHEDULE

- D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.
- D13.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work based on the C.P.M. schedule; acceptable to the Contract Administrator.
- D13.3 Further to D13.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 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.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
 - (iv) the Safe Work Plan specified in D9;
 - (v) evidence of the insurance specified in D10;
 - (vi) the contract security specified in D11;
 - (vii) the subcontractor list specified in D12; and
 - (viii) the detailed work schedule specified in D13.
 - (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.
- D14.3 The Contractor shall not commence the Work on the Site before **August 12, 2019**, and shall commence the Work on Site no later than **August 26, 2019**, as directed by the Contract Administrator and weather permitting.
- D14.4 The City intends to award this Contract by June 21, 2019.
- D14.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D15. WORKING DAYS

- D15.1 Further to C1.1(II);
- D15.1.1 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.
- D15.1.2 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.
- D15.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D16. RESTRICTED WORK HOURS

- D16.1 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.

D16.2 The following work hour restrictions shall also apply:

- (a) Main Street (Southbound) – maintain a minimum of three lanes of traffic during peak traffic hours, between 07:00 to 09:00 and 15:00 to 18:00, Monday to Friday.
- (b) Main Street (Northbound) – maintain a minimum of three lanes of traffic during peak traffic hours, between 07:00 to 09:00 and 15:00 to 18:00, Monday to Friday.

D17. WORK BY OTHERS

D17.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Transit – Remove and reinstall transit shelters, benches and Information Kiosks;
- (b) City of Winnipeg Traffic Signals Branch – Installation of loops and signals plant;
- (c) City of Winnipeg Traffic Services Branch – Traffic signage and line painting;
- (d) City of Winnipeg Urban Forestry Branch – Review tree conditions;
- (e) City of Winnipeg Geomatics Branch – Various works on survey monuments;
- (f) MTS – Adjusting MTS manhole frames;
- (g) Manitoba Hydro – Adjusting Manitoba Hydro manhole frames.

D18. SEQUENCE OF WORK

D18.1 Further to C6.1, the sequence of work shall be as follows:

D18.1.1 The Work shall be divided into five (5) phases. Each Phase shall be subdivided into stages. Stages are further subdivided into major items of work.

D18.1.2 **Phase I** – Main Street Northbound from Lombard Avenue to 65m South of Market Avenue and Main Street Southbound from William Avenue to McDermot Avenue

- (a) **Stage I** – Main Street Northbound from Lombard Avenue to 65m South of Market Avenue – Curb lane and Sidewalk.
 - (i) Concrete pavement slab and joint work and adjustments to pavement structures and appurtenances;
 - (ii) Curb renewals;
 - (iii) Renewal of tree vaults;
 - (i) Renewal of 100 mm sidewalk with blockouts and adjustments to pavement structures and appurtenances;;
 - (ii) Installation of detectable warning surface tiles;
 - (iii) Temporary asphalt ramps
- (b) No construction Works in Phase II shall commence prior to Phase I completion as specified in D18.1.2.
- (c) No construction Works in Stage II shall commence prior to Stage I completion as specified in D18.1.4(a).
- (d) **Stage II** – Main Street Southbound from William Avenue to McDermot Avenue – Curb lane and Sidewalk
 - (i) Concrete pavement slab and joint work and adjustments to pavement structures and appurtenances;
 - (ii) Curb renewals;
 - (iii) Renewal of 100 mm sidewalk with blockouts and adjustments to pavement structures and appurtenances;
 - (iv) Installation of detectable warning surface tiles;
 - (v) Temporary asphalt ramps

- (e) No construction Works in Phase II shall commence prior to Phase I completion as specified in D18.1.2.

D18.1.3 **Phase II** – Main Street Northbound from 65m South of Market Avenue to Rupert Avenue and Main Street Southbound from Rupert Avenue to William Avenue

- (a) **Stage I** – Main Street Northbound from 65m South of Market Avenue to Rupert Avenue – Curb lane and Sidewalk
 - (i) Concrete pavement slab and joint work and adjustments to pavement structures and appurtenances;
 - (ii) Curb renewals;
 - (iii) Renewal of 100 mm sidewalk with blockouts and adjustments to pavement structures and appurtenances;
 - (iv) Installation of detectable warning surface tiles;
 - (v) Temporary asphalt ramps
- (b) No construction Works in Phase III shall commence prior to Phase II completion as specified in D18.1.2.
- (c) No construction Works in Stage II shall commence prior to Stage I completion as specified in D18.1.4(a)
- (d) **Stage II** – Main Street Southbound from Rupert Avenue to William Avenue – Curb lane and Sidewalk
 - (i) Concrete pavement slab and joint work and adjustments to pavement structures and appurtenances;
 - (ii) Curb renewals;
 - (iii) Renewal of tree vaults
 - (iv) Renewal of 100 mm sidewalk with blockouts and adjustments to pavement structures and appurtenances;
 - (v) Installation of detectable warning surface tiles;
 - (vi) Temporary asphalt ramps
- (e) No construction Works in Phase III shall commence prior to Phase II completion as specified in D18.1.2.

D18.1.4 **Phase III** - Main Street Southbound from Logan Avenue to Rupert Avenue and Main Street Northbound from Rupert Avenue to Pedestrian Crosswalk 90m South of Higgins Avenue

- (a) **Stage I** – Main Street Southbound from Logan Avenue to Rupert Avenue – Curb lane and Sidewalk
 - (i) Concrete pavement slab and joint work and adjustments to pavement structures and appurtenances;
 - (ii) Curb renewals;
 - (iii) Renewal of 100 mm sidewalk with blockouts and adjustments to pavement structures and appurtenances;
 - (iv) Installation of detectable warning surface tiles;
 - (v) Temporary asphalt ramps
- (b) No construction Works in Phase IV shall commence prior to Phase III completion as specified in D18.1.2.
- (c) No construction Works in Stage II shall commence prior to Stage I completion as specified in D18.1.4(a)
- (d) **Stage II** – Main Street Northbound from Rupert Avenue to Pedestrian Crosswalk 90m South of Higgins Avenue – Curb lane and Sidewalk

- (i) Concrete pavement slab and joint work and adjustments to pavement structures and appurtenances;
 - (ii) Curb renewals;
 - (iii) Renewal of 100 mm sidewalk with blockouts and adjustments to pavement structures and appurtenances;
 - (iv) Installation of detectable warning surface tiles;
 - (v) Temporary asphalt ramps
- (e) No construction Works in Phase IV shall commence prior to Phase III completion as specified in D18.1.2.

D18.1.5 **Phase IV** - Main Street Northbound from McDermot Avenue to Pedestrian Crosswalk 90m South of Higgins Avenue and Main Street Southbound from Logan Avenue to James Avenue

- (b) **Stage I** – Main Street and McDermot Avenue Intersection(Northbound)
 - (i) Concrete pavement slab and joint work and adjustments to pavement structures and appurtenances;
- (c) **Stage II** – Main Street and Alexander Avenue Intersection(Southbound)
 - (i) Concrete pavement slab and joint work and adjustments to pavement structures and appurtenances;
- (d) **Stage III** – Main Street Northbound and Southbound Median lanes from William Avenue to 70m South of Higgins Avenue
 - (i) Pedestrian Crossing, Bullnose and median safety curb renewal;

D18.1.6 **Phase V** – Construction of asphalt overlay.

D19. SUBSTANTIAL PERFORMANCE

- D19.1 The Contractor shall achieve Substantial Performance within thirty-five (35) consecutive Working Days of the commencement of the Work as specified in D14.
- D19.2 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.
- D19.3 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.

D20. TOTAL PERFORMANCE

- D20.1 The Contractor shall achieve Total Performance within forty (40) consecutive Working Days of the commencement of the Work as specified in D14.
- D20.2 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.
- D20.3 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.

D21. LIQUIDATED DAMAGES

- D21.1 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 – Four thousand, three hundred dollars (\$4,300.00);
 - (b) Total Performance – One thousand dollars (\$1,000.00).
- D21.2 The amounts specified for liquidated damages in D21.1 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.
- D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D22. SCHEDULED MAINTENANCE

- D22.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod Maintenance as specified in CW 3510-R9;
 - (b) Reflective Crack Maintenance as specified in CW 3250-R7;
- D22.2 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

D23. JOB MEETINGS

- D23.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator 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.
- D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D24.1 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).

D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D25.1 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

D26. PAYMENT

D26.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D27. WARRANTY

D27.1 Warranty is as stated in C13.

THIRD PARTY AGREEMENTS

D28. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D28.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D28.2 Further to D28.1, in the event that the obligations in D28 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D28.3 For the purposes of D28:

- (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.

D28.4 Modified Insurance Requirements

D28.4.1 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D28.4.2 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D28.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D28.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D28.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D28.5 Indemnification By Contractor

D28.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D28.6 Records Retention and Audits

D28.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D28.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D28.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D28.7 Other Obligations

D28.7.1 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.

D28.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D28.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D28.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

TENDER NO. 100-2019

2019 Downtown Streets – Main St – Higgins Ave to Lombard Ave – Asphalt Overlay
which is by reference made part hereof and is hereinafter referred to as the "Contract".

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 100-2019

2019 Downtown Streets – Main St – Higgins Ave to Lombard Ave – Asphalt Overlay

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 D12)

2019 Downtown Streets – Main St – Higgins Ave to Lombard Ave – Asphalt Overlay

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS:		
<u>Supply of Materials:</u>		
Crushed Sub-base Material		
Concrete		
Asphalt		
Asphalt		
Interlocking Paving Stones		
<u>Installation and Placement:</u>		
Crushed Sub-base Material		
Concrete		
Asphalt		
Interlocking Paving Stones		
Concrete		
UNDERGROUND WORKS:		
<u>Supply of Materials:</u>		
Catch Pit/Catch Basin/Manhole Frames, Covers, Boxes and Lifter Rings		
Watermain Valves/Service Boxes		
<u>Installation and Placement:</u>		
Catch Pit/Catch Basin/Manhole Frames, Covers, Boxes and Lifter Rings		
Watermain Valves/Service Boxes		

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>
	Cover Sheet	A1
SE-19-22	Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated Works from Sta. 1+00 to Sta. 1+90	A1
SE-19-23	Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated Works from Sta. 1+90 to Sta. 3+10	A1
SE-19-24	Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated Works from Sta. 3+10 to Sta. 4+30	A1
SE-19-25	Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated Works from Sta. 4+30 to Sta. 5+50	A1
SE-19-26	Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated Works from Sta. 5+50 to Sta. 6+70	A1
SE-19-27	Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated Works from Sta. 6+70 to Sta. 7+90	A1
SE-19-28	Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated Works from Sta. 7+90 to Sta. 9+10	A1
SE-19-29	Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated Works from Sta. 9+10 to Sta. 10+30	A1
SE-19-30	Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated Works from Sta. 10+30 to Sta. 10+86.5	A1
SE-19-31	Main Street from Lombard Avenue to Higgins Avenue –	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
SE-19-32	Asphalt Overlay and Associated – Staging Drawing - 1 Main Street from Lombard Avenue to Higgins Avenue – Asphalt Overlay and Associated – Staging Drawing - 2	A1

E2. PROTECTION OF EXISTING TREES

- E2.1 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:
- The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
 - Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
 - Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - 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.
 - 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.
- E2.2 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.
- E2.3 No separate measurement or payment will be made for the protection of trees.
- E2.4 Except as required in clause E2.1(c) and E2.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E3. TRAFFIC CONTROL

- E3.1 Further to clauses 3.6, 3.7 and 3.8 of CW 1130:
- 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.
 - 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.
- E3.2 Notwithstanding E3.1, 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.
- (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.

E3.2.1 An exception to E3.2 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.

E3.2.2 Further to E3.2, 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.

E4. TRAFFIC MANAGEMENT

E4.1 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.
- (b) Administrator, in consultation with the Traffic Management Branch.

E4.1.1 Maintain a minimum of three lanes of northbound and southbound traffic for Phase I, Phase II, Phase III and Phase IV, respectively. When no work is being performed on site, non-essential lane closures will not be permitted.

E4.1.2 Where left turn lanes exist, an additional lane to accommodate the left turn storage lane shall be maintained at all times.

E4.1.3 Lombard Avenue: Right turns from northbound Main Street onto Lombard Avenue must be accommodated during construction. Right turns from westbound Lombard Avenue onto Main Street must be accommodated when no work is being performed in the intersection and providing it is safe for vehicles. Lane closures in the intersection will not be permitted.

E4.1.4 McDermot Avenue: One lane of traffic on McDermot Avenue must be permitted to travel east through the Main Street intersection; one lane must be maintained for left turns onto northbound Main Street; and one lane must be maintained to allow right turns onto southbound Main Street. Right turns from northbound Main Street onto McDermot Avenue must also be accommodated. When no work is being performed in the intersection, and providing it is safe for vehicles, lane closures in the intersection will not be permitted.

E4.1.5 Bannatyne Avenue: One lane of traffic must be left open for westbound vehicles on Bannatyne Avenue turning left onto southbound Main Street; one lane must be left open for westbound vehicles on Bannatyne Avenue turning right onto northbound Main Street; one lane must be left open for southbound vehicles on Main Street turning right onto westbound Bannatyne Avenue; and one lane must be left open for northbound vehicles on

Main Street turning left onto Bannatyne Avenue. When no work is being performed in the intersection and providing it is safe for vehicles, lane closures in the intersection will not be permitted

- E4.1.6 William Avenue: All traffic on William Avenue at the Main Street intersection must be maintained during construction, including one lane for vehicles to turn right onto southbound Main Street, and one lane to turn right onto William Avenue. When no work is being performed in the intersection and providing it is safe for vehicles, lane closures in the intersection will not be permitted.
- E4.1.7 Market Avenue: One lane must be maintained during construction to allow for left turns onto Main Street; one lane must be maintained to allow for right turns onto Main Street; one lane must be maintained to allow right turns onto Market Avenue; and one lane must be maintained to allow left turns onto Market Avenue. When no work is being performed in the intersection and providing it is safe for vehicles, lane closures in the intersection will not be permitted.
- E4.1.8 James Avenue: One lane must be maintained to allow left turns onto Main Street; one lane must be maintained to allow right turns onto Main Street; one lane must be maintained to allow right turns onto James Avenue. When no work is being performed in the intersection and providing it is safe for vehicles, lane closures in the intersection will not be permitted.
- E4.1.9 Alexander Avenue: One lane must be maintained to allow traffic to travel west across Main Street from Disraeli Freeway; one lane must be maintained to allow right turns onto Alexander Avenue; and one lane must be maintained to allow right turns onto Main Street. When no work is being performed in the intersection and providing it is safe for vehicles, lane closures in the intersection will not be permitted.
- E4.1.10 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/collector streets (Rupert Avenue and Pacific Avenue) shall be maintained at all times as stated in E4.1.4 unless planing/paving operations require temporary complete closures. Temporary complete closures shall be no longer than 10 minutes during asphalt planing/paving operations and shall be completed during off peak hours.
- E4.1.11 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E4.1.12 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E4.1.13 Ambulance/emergency vehicle access must be maintained at all times.
- E4.1.14 Winnipeg Transit service shall be maintained at all times

E5. PEDESTRIAN SAFETY

- E5.1 During the project, the Contractor shall ensure signage conforming to the Manual of Temporary Traffic Control is in place during the sidewalk construction to direct any pedestrians within the construction zone either around the construction or to the sidewalk on the opposite street. The Contractor must also use proper signage, barricades, temporary fencing and temporary asphalt ramps to protect and keep pedestrians safely away from construction area and open excavations to the satisfaction of the Contract Administrator. No measurement for payment shall be made for this work.

E6. WATER OBTAINED FROM THE CITY

- E6.1 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.

E7. SURFACE RESTORATIONS

- E7.1 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.

E8. TREE REMOVAL

- E8.1 Further to CW 3010 – Clearing and Grubbing, tree removal including the roots shall be measured on a unit basis for the number of trees removed in accordance with CW 3010. Payment shall be at the Contract Unit Price bid for “Tree Removal” measured as specified herein for the total number of trees removed in accordance with this Specification, accepted and measured by the Contract Administrator.

E9. MONOLITHIC CURB AND 100MM CONCRETE SIDEWALK WITH BLOCK-OUTS FOR INTERLOCKING PAVING STONES

GENERAL

- E9.1 Further to Specification CW 3325 the Contractor shall construct the proposed Monolithic Curb and 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones with a minimum 100mm depth of concrete below pavers. The “block-outs” shall be constructed utilizing forming techniques capable of accommodating the proposed paving stones to the dimensions and tolerances as confirmed with interlocking paving stone manufacturer.
- E9.2 A 50mm levelling course of Base Course Material will be used for the Monolithic Curb and 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones.
- E9.3 The concrete sidewalk shall be poured such that the “block-outs” and remaining sidewalk act as a monolithic section.
- E9.4 All costs in connection with the additional forming and placement of concrete as a result of the “block-outs”, shall be included in the Contract Unit Price for Monolithic Curb and 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones.
- E9.5 Where concrete sidewalk is to be poured up to adjacent buildings, an approved bond breaker shall be supplied and installed from the base of the concrete slab up to the concrete surface. Cost of the bond breaker shall be included in the Contract Unit Price for Monolithic Curb and 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones.

MEASUREMENT AND PAYMENT

- E9.6 Construction of Monolithic Curb and 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones will be measured on an area basis and paid for at the Contract Unit Price per square metre for “Monolithic Curb and 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones”. The area to be paid for will be the total number of square metres constructed of Monolithic Curb and 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones in accordance with this Specification, accepted and measured by the Contract administrator.

- E9.7 The supply, placement and compaction of Base Course Material for Monolithic Curb and 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones shall be included in the cost of Monolithic Curb and 100mm Concrete Sidewalk with Block-outs for Interlocking Paving Stones and no separate measurement and payment will be made.

E10. 100MM CONCRETE SIDEWALK WITH BLOCK-OUTS FOR PAVING STONES

GENERAL

- E10.1 Further to Specification CW 3325-R5 the Contractor shall construct the proposed concrete sidewalk with block-outs (for paving stone) with a minimum 100mm depth of concrete below pavers. The "block-outs" shall be constructed utilizing forming techniques capable of accommodating the proposed paving stone to the dimensions and tolerances as confirmed with paving stone and brick manufacturer.
- E10.2 The concrete sidewalk shall be poured such that the block-outs and remaining sidewalk act as a monolithic section.
- E10.3 All costs in connection with the additional forming and placement of concrete as a result of the "block-outs", are incidental and shall be included in the unit price bid for "100mm Concrete Sidewalk with Block-outs for Paving Stones".

E11. REINFORCED CONCRETE TREE WELL CURB

DESCRIPTION

- E11.1 This Specification shall cover the operations relating to the construction of reinforced concrete tree well curb. The Work to be done under this Specification shall include the furnishings of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all other things necessary for and incidental to the satisfactory performance and completion of all Work specified.

MATERIALS

- E11.2 Concrete Mix
- (i) Cement: Type 50 Sulphate resistant
 - (ii) Maximum Coarse Aggregate: 20 mm
 - (iii) Minimum Compressive Strength at 28 days: 35 Mpa
 - (iv) Minimum Cement Content: 310 Kg/cu.m
 - (v) Maximum Water/Cement Ratio: 0.45
 - (vi) Class of Exposure: C-2
 - (vii) Maximum Slump: 80 mm + or - 20 mm
 - (viii) Air Content: 5 – 8%
 - (ix) Fly ash Content: Maximum 15% of Cementitious Material

- E11.3 10M Longitudinal Deformed Bars

CONSTRUCTION METHODS

- E11.4 Construction of Reinforced Concrete Tree Well Curb
- E11.4.1 The Contractor must ensure that the extent of all buried utilities and services are located and if necessary, protected and exposed prior to any excavation.
- E11.4.2 Excavate to accommodate for forms and granular base.
- E11.4.3 Dispose of material in accordance with section 3.4 of CW 1130.
- E11.4.4 Compact granular base in accordance with specification CW 3110

- E11.4.5 Place 10M Longitudinal Deformed Bars for reinforcement in accordance with section 9.2 of CW 3310 and as specified on the Contract drawings.
- E11.4.6 Place Concrete for Tree Well Curb with the intention of leaving forms in place to prevent granular base undermining during future tree well excavation activities.

MEASUREMENT AND PAYMENT

- E11.5 Construction of Reinforced Concrete Tree Well Curb
- E11.5.1 Construction of Reinforced Concrete Tree Well Curb will be measured on a length basis and paid for at the Contract Unit Price per metre for "Reinforced Concrete Tree Well Curb". The length to be paid for will be the total number of metres of Reinforced Concrete Tree Well Curb constructed in accordance with this Specification, accepted and measured by the Contract Administrator.

E12. TREE GRATES

DESCRIPTION

- E12.1 This Specification shall cover the supply and installation of cast iron grates for areas as indicated on the drawing. The Work to be done under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary and incidental to the satisfactory performance and completion of all Work as specified.

MATERIALS

- E12.2 Tree Grates
- (a) Tree grates shall be narrow slotted radial cast iron grate by Neenah Foundry catalogue R-8708 – ADA compliant.

MEASUREMENT AND PAYMENT

- E12.3 The supply and installation of Tree Grates will be measured on a unit basis and paid for at the Contract Unit Price each for "Supply & Install Cast Iron Tree Well Grate - ADA Compliant - 600mm Diameter Tree Opening". The Tree Grates to be paid for will be the total number of Tree Grates supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

E13. PRE-CAST CONCRETE PANELS

DESCRIPTION

- E13.1 This specification covers the supply and installation of the following pre-cast concrete products:
- (a) Pre-cast concrete sidewalk panel – plain concrete finish to match concrete sidewalk finish and with inset galvanized hardware to facilitate lifting. Hardware to be covered with flush durable cover coloured to match concrete or approved equal. Pre-cast concrete panel to accommodate AASHTO HS-20 loading. Manufacturer to supply shop drawings stamped by a structural engineer.
- E13.2 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.

DELIVERY AND STORAGE

- E13.3 Store units in a protected location, immediately upon arrival on the Site.

E13.4 Remove from Site any units which have been damaged during transportation and replace.

PRODUCTS

Pre-cast concrete sidewalk panel and two piece pre-cast concrete tree cover to be supplied by:

Barkman Concrete Ltd.
909 Gateway Road
Winnipeg, Manitoba, R3K 3L1
Contact: August Weins
T (204) 667-3310

MATERIALS

E13.5 All installation hardware, welding, and adhesives shall be incidental to the unit prices bid.

CONSTRUCTION METHODS

E13.5.1 Pre-cast Concrete Sidewalk Panel shall be installed by the contractor in locations as indicated on the Contract drawings.

MEASUREMENT AND PAYMENT

E13.5.2 Method of Measurement shall be as follows:

- (a) Pre-Cast Concrete Panels will be measured on a per unit basis for the following items:
 - (i) "Supply and Install Pre-cast Concrete Sidewalk Panels (1370x1370x152mm)"

E13.5.3 Basis of Payment shall be as follows:

- (a) Pre-Cast Concrete Panels will be paid for at the Contract Unit Prices. The amount to be paid for shall be the total number of units, as indicated on Form B: Prices. This price shall be full payment for supplying all labour, equipment and materials, and performing all operations herein described and all other items incidental to the Work and as accepted by the Contract Administrator.

E14. INTERLOCKING PAVING STONES

DESCRIPTION

E14.1 This Specification shall cover the supply and installation of interlocking paving stones and bedding course of sand. The Work to be done under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary and incidental to the satisfactory performance and completion of all Work as specified and in accordance with CW 3330.

MATERIALS

E14.1.1 Clay Pavers

- (a) Alsip's Building Products – Endicott Clay Paver (60mm thick) – Dark Ironspot
- (b) Barkman Concrete Holland Stone Paver (60mm thick) – Natural

E14.1.2 Sand

- (a) In accordance with Specification CW 3330.

CONSTRUCTION

E14.2 Construction methods shall conform to Specification CW 3330

MEASUREMENT AND PAYMENT

E14.3 The supply and installation of interlocking paving stones will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Interlocking Paving Stones". The area

to be paid for will be the total number of square metres of Interlocking Paving Stones installed in accordance with the specification, accepted and measured by the Contract Administrator

E15. BARRIER CURB AND GUTTER RISER FRAME AND COVER

DESCRIPTION

E15.1 This specification shall supplement CW 2130.

MATERIALS

E15.2 Barrier Curb and Gutter Riser Frame and Cover to be supplied by:

Titan Foundry
1350 Fife Street
Winnipeg, MB R2X 2N7
Contact: Doug Kwiecien at 204-633-5535
or dkwiecien@titanfoundry.com

Frame Part #TF-103-LR1.5
Cover Part #TF-103-LRG

CONSTRUCTION METHODS

E15.3 Supply and install Barrier Curb and Gutter Riser Frames and Covers in accordance with City of Winnipeg Standard Details AP-013 and AP-014.

MEASUREMENT AND PAYMENT

E15.4 Installation of Barrier Curb and Gutter Riser Frames and Covers shall be measured on a unit basis and paid for at the Contract Unit Price for "Barrier Curb and Gutter Riser Frame and Cover". One unit will consist of one Riser Frame (AP-013) and one Riser Cover (AP-014). The number to be paid for will be the total number of sets of Barrier Curb and Gutter Riser Frames and Covers installed in accordance with this specification, accepted and measured by the Contract Administrator.