



THE CITY OF WINNIPEG

TENDER

TENDER NO. 163-2020

ARLINGTON OVERPASS (CPR YARDS) – 2020 STRUCTURAL STEEL REPAIRS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

ARLINGTON OVERPASS (CPR YARDS) – 2020 STRUCTURAL STEEL REPAIRS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 22, 2020.
- B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.
- B3.2 The Bidder is advised that some portions of the work are on Canadian Pacific Railway (CPR) property. Bidders may view work areas in question by making arrangements with the Contract Administrator to view from pier tops through sidewalk pier top access hatches. Fall-arrest equipment will be required.
- B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any

way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

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

B6. ADDENDA

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

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

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

B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B7. SUBSTITUTES

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

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

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

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

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

(e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

B8.1 The Bid shall consist of the following components:

- (a) Form A: Bid/Proposal;
- (b) Form B: Prices;
- (c) Form G1: Bid Bond and Agreement to Bond.

B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.

B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.

B8.4 The Bid shall be submitted electronically through MERX at www.merx.com.

B8.4.1 Bids will **only** be accepted electronically through MERX.

B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D25. Any such costs shall be determined in accordance with D25.

B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) N/A.

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).
- B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B14. BID SECURITY**
- B14.1 A sample Bid Bond and Agreement to Bond are available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.
- B14.2 The Bidder shall provide digital 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).
- B14.3 Bid security shall be submitted in an electronic or digital format meeting the following criteria:
 - (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.3(a).
- B14.4 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.5 Bonds passing the verification process will be treated as original and authentic.
- B14.5.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.6 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B14.7 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

B17. WITHDRAWAL OF BIDS

B17.1 A Bidder may withdraw his/her Bid without penalty at any time prior to the Submission Deadline.

B18. EVALUATION OF BIDS

B18.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.

B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B18.4.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D25 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.

B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020 01 31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of structural steel repairs to the spans of the Arlington Street Overpass inside and outside the CPR yard.

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

- (a) Type 1 Repair – Floor Beam Bottom Flange Repair, which includes the provision of temporary shoring to the framing on each side of the floor beams to enable the repairs to be completed while the bridge is still open, removal of rivets and existing severely corroded bottom flange angles, installation of new rolled structural steel bottom flange angles, and removal of the temporary shoring.
- (b) Type 2 Repair - Timber Nailers Replacement, which includes removal and disposal of existing eroded timber nailers, supply and installation of new steel channel beams.
- (c) Type 3 Repair – Exterior Girder Web Repair, which includes supply and installation of new steel plates bolted to the girder web.
- (d) Type 4 Repair - Diaphragm Beam Repair, which includes supply and installation of new steel diaphragms and support brackets adjacent to existing severely corroded structural steel members, and shimming as needed.
- (e) Type 5 Repair – Truss Bottom Chord Strengthening, which includes supply and installation of two (2) new additional steel plates (top and bottom) at each truss bottom chord repair location with extensive rust packing between the web and flange angles.
- (f) Type 6 Repair – Sidewalk Corrugated Steel Deck Repair, which includes supply and installation of new steel decking under the sidewalk' corroded sections, supporting angles, and support brackets.
- (g) Type 7 Repair – Pier Steel Column Repair, which includes heating and straightening of the lower 1/3 of the pier column, conducting a non-destructive testing (magnetic particle test) to confirm the steel condition, and supply and installation of strengthening steel plates to the column flanges as needed.

D3. DEFINITIONS

D3.1 When used in this Tender:

- (a) "CPR" means Canadian Pacific Railway .

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Mohamed Mady, Ph.D., P.Eng.
Bridge Maintenance Engineer

Telephone No. 204 986-4046

Email Address mmady@winnipeg.ca

D4.2 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.

D5. CONTRACTOR'S SUPERVISOR

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

D6. NOTICES

- D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

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

D7. FURNISHING OF DOCUMENTS

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

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D9.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D10. INSURANCE

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

- (a) Commercial General Liability Insurance, in the amount of at least ten million dollars (\$10,000,000.00) inclusive, with the City and Canadian Pacific Railway Company added as an additional insureds, with a cross-liability clause. Such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, employer's liability, owner's and contractor's protective liability, employees as additional insureds, sudden and accidental pollution liability, and products and completed operations. The policy shall not exclude operation on or in the vicinity of railway right of ways, property damage due to explosion, collapse and underground property damage and to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than five million dollars (\$5,000,000.00) inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 Contractor shall immediately give written notice and reasonable particulars and documents to the Contract Administrator of any damages, losses, incidents, and potential claims as soon as practicable after the damage, loss, incident or claims has been discovered.

D10.4 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, as applicable.

D10.5 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Contractor or subcontractor shall not be held to waive or release the Contractor or subcontractor from any of the provisions of the insurance requirements or this Contract.

D10.6 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.7 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D11. CONTRACT SECURITY

D11.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

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

D11.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D11.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D13. DETAILED WORK SCHEDULE

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents if applicable.

- (a) A portion of the works is on Canadian Pacific Railway (CPR) property and as such to schedule and carry out the work the Contractor will have to gain permissions and make arrangements for flagging that CPR may require (refer to D21). Costs for the required flagging shall be borne by the City of Winnipeg.
- (b) To minimize required flagging, once work has commenced on CPR property the Contractor will be expected to work continuously during normal flagging hours as agreed between CPR and the Contractor until all work on CPR property is complete.
- (c) Once permission to work inside the CPR property is granted, the Contractor shall update the work schedule to complete all the work inside the CPR yard first, and then continue to work outside the yard in later days. If the permission from CPR is temporarily cancelled or pushed back, it is expected that the Contractor will suspend work in the yard and carry out work outside of the yard until permission to resume work in the yard is re-attained. The contractor shall keep track of delay times which will be dealt with fairly in a change work order if necessary.

D13.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule;
- (c) a daily manpower schedule for the Work;

all acceptable to the Contract Administrator.

D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

D13.4 Further to D13.2(b), 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.

D13.5 Further to D13.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- 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 Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the contract security specified in D11;
 - (vi) the Subcontractor list specified in D12;
 - (vii) 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 City intends to award this Contract by June 19, 2020.
- D14.4 If the actual date of award is later than the intended date, the dates specified for Commencement, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates

D15. SUBSTANTIAL PERFORMANCE

- D15.1 The Contractor shall achieve Substantial Performance by October 12, 2020.
- D15.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance by October 26, 2020.
- D16.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D16.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D17. LIQUIDATED DAMAGES

- D17.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City One thousand dollars (\$1,000) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.
- D17.2 The amount specified for liquidated damages in D17.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D17.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D18. COVID-19 SCHEDULE DELAYS

- D18.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Contract Administrator.
- D18.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D18.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. If the Contractor declares that COVID-19 will affect the start date, the Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D18.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 The Work schedule, including the durations identified in D15 and D16 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D18.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D18.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D19. JOB MEETINGS

- D19.1 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, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor

respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D20. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D20.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D21. COORDINATION OF REPAIRS WITH CPR FOR WORKS INSIDE CPR YARD

D21.1 General

- (a) Repair types 1, 4, 5, 6 and 7 are required in CPR yards. All other repairs are on City property at the north and south approaches.
- (b) The City is to obtain permission from CPR to have works undertaken inside the yard. If permission is not granted, the repair types 1, 5 and 7 may be deleted from the Contract.
- (c) The Contractor shall coordinate their work with the Canadian Pacific Railway (CPR) operations. The Contractor shall contact CPR designate to schedule the work on CPR property.
- (d) CPR safety requirements as indicated in D21.7 are applicable.
- (e) The Contractor shall provide CPR with copies of the Contractor's safety policies, construction safety plan, and emergency information at least five (5) working days before commencing any work over or adjacent to the tracks.
- (f) The Contractor shall conduct job briefings as required.
- (g) The Contractor shall be prepared to suspend work and remove material and equipment from the tracks being worked on within ninety (90) minutes of notice to clear the tracks. Costs attributed to suspension of work will be dealt fairly as outlined in Clause D21.5 (b).

D21.2 Protection of CPR Yards and Adjacent Properties

- (a) The CPR tracks shall be kept free of obstruction and open to traffic at all times unless prior written permission is obtained by the Contractor from CPR for its closure and approval is granted by the Contract Administrator.
- (b) The Contractor shall be responsible for any damage, disruptions and/or inconvenience caused by his equipment or operations of work to the tracks, the railway's operation or their property.
- (c) During such times that repairs are not in progress in any particular work area, the Contractor shall leave the area free from any debris or obstructions, which would disrupt operations of CPR. Debris shall be removed from the area adjacent to the tracks daily.

D21.3 Temporary Storage on CPR Property

- (a) The Contractor will be responsible to obtain permission to temporarily store materials, equipment, and any other items on CPR property in an acceptable area to CPR. The request shall be made in writing and a copy of the permission shall be provided to the Contract Administrator. The Contractor shall be responsible for clean-up and restoration after completion of the project.

D21.4 Access and Crossing Over CPR Tracks

- (a) The Contractor will be responsible to obtain permission to cross CPR tracks to access work areas. The request shall be made in writing and a copy of the permission shall be provided to the Contract Administrator.
- (b) Additionally, the Contractor will be responsible for requesting any temporary crossings to CPR. The request shall be made in writing and a copy of the permission shall be provided to the Contract Administrator. Any costs for temporary crossings shall be borne by the Contractor.

D21.5 CPR Track Closures

- (a) The Contractor will be responsible to obtain permission to work at areas over and adjacent to tracks which need to be closed. The request of track closures shall be made in writing a minimum of 48 hours in advance and a copy of the permission shall be provided to the Contract Administrator.
- (b) CPR may cancel or shorten track closures due to operational requirements at their discretion. It is expected that the Contractor will suspend work in the yard and remobilize to carry out work outside of the yard until permission to resume work in the yard is re-attained. The contractor shall keep track of delay times which will be dealt with fairly in a change work order if necessary.

D21.6 CPR Flagmen

- (a) A CPR flagman will be required at all times when work is being performed under the overpass and over or adjacent to active tracks. The Contractor shall confirm with CPR to ensure a flagman is present when required.
- (b) Costs for CPR flagmen will be borne by the City.
- (c) The Contractor's personnel shall observe the instructions of the flagmen at all times.
- (d) The Contractor shall conduct the required job briefings with CPR at the start each day's work.
- (e) The Contractor shall confirm flagging hours with CPR and adjust work hours as necessary to maximize utilization of the flagmen.
- (f) Insufficient work activity when CPR flagging has been arranged will result in the City deducting the cost of flagging from the Contract.
- (g) The Contractor shall fill out each day a "Railway Flagging Signoff Form" (see Appendix B) with a description of the work and details of flagging provided by CPR. The Contractor shall each day get CPR to sign-off on the sheet and provide copies to CPR and to the City.

D21.7 Additional CPR Safety Requirements for Contractors Working on Railway Property

- (a) The following CPR document is applicable: "Minimum Safety Requirements for Contractors Working on CP Property in Canada", dated October 2018 (29 pages) – included in Appendix A.

D21.8 Costs Associated with CPR Coordination

- (a) All costs associated with the coordination of repairs with CPR, as set out in these Tender Documents, whether specifically described or not, shall be the responsibility of the Contractor; no separate payment will be made for this coordination.

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

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

MEASUREMENT AND PAYMENT

D23. PAYMENT

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

WARRANTY

D24. WARRANTY

D24.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

THIRD PARTY AGREEMENTS

D25. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D25.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D25.2 Further to D25.1, in the event that the obligations in D25 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D25.3 For the purposes of D25:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D25.4 Modified Insurance Requirements

D25.4.1 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D25.4.2 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D25.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D25.4.4 Further to D10.4, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the

insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

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

D25.5 Indemnification By Contractor

D25.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D25.6 Records Retention and Audits

D25.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D25.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D25.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D25.7 Other Obligations

D25.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D25.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D25.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D25.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ (hereinafter called the "Principal"), and

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

_____ dollars (\$_____)

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

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

TENDER NO. 163-2020

ARLINGTON OVERPASS (CPR YARDS) – 2020 STRUCTURAL STEEL REPAIRS

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. 163-2020

ARLINGTON OVERPASS (CPR YARDS) – 2020 STRUCTURAL STEEL REPAIRS

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
 - (i) 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;

- (ii) 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;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
B106-20-01	Location Plan, Design Data, and Drawing List
B106-20-02	General Arrangement and Scope of Work
B106-20-03	South Approach Spans
B106-20-04	Pratt Truss Spans
B106-20-05	Camel Back Truss Spans
B106-20-06	North Approach Spans
B106-20-07	Structural Steel and Miscellaneous Details (1 of 6)
B106-20-08	Structural Steel and Miscellaneous Details (2 of 6)
B106-20-09	Structural Steel and Miscellaneous Details (3 of 6)
B106-20-10	Structural Steel and Miscellaneous Details (4 of 6)
B106-20-11	Structural Steel and Miscellaneous Details (5 of 6)
B106-20-12	Structural Steel and Miscellaneous Details (6 of 6)

GENERAL REQUIREMENTS

E2. MOBILIZATION AND DEMOBILIZATION

- E2.1 Description
- This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the Site, as specified herein
 - The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all works as hereinafter specified.
- E2.2 Materials
- The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification.

E2.3 Laydown Area

- (a) The fence areas under the north and south approaches will be available to the Contractor to store materials, equipment and field office. The Contractor shall be responsible for ensuring the laydown area(s) are kept clean and organized.
- (b) The Contractor shall supply a field office to be used for the site meetings.
- (c) Materials and equipment for works inside CPR yard shall be removed by the end of each working day if permission is not granted by CPR in accordance with D21.

E2.4 Construction Methods

- (a) The Contractor shall obtain written permission from private property owners for any use of private property. A copy of written permission shall be provided to the Contract Administrator prior use of the property in question.
- (b) The Contractor's Site supervisor is required to carry, at all times, a cellular telephone, with voice mail.
- (c) This section also includes travel and accommodation, set-up and demobilization of site offices, storage conveniences and other temporary facilities, construction plant, and other items not required to form part of the permanent works and not covered by other prices.

E2.5 Measurement and Payment

- (a) Mobilization and demobilization will be paid for on a Lump Sum basis under "Mobilization and Demobilization," which price will be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification and accepted by the Contract Administrator.
- (b) Mobilization and demobilization will be paid for at a percentage of the Contract Lump Sum Price for "Mobilization and Demobilization" specified as follows:
 - (i) 30% when the Contract Administrator is satisfied that construction has commenced.
 - (ii) 60% when Substantial Performance has been met.
 - (iii) 10% upon completion of the project.

E3. TRAFFIC AND PEDESTRIAN CONTROL

E3.1 General

- (a) The Work covered under this item shall include all items relating to traffic and pedestrian control at the Site.
- (b) The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

E3.2 Construction Methods

- (a) Traffic control shall be carried out in accordance with the latest edition of the "Manual of Temporary Traffic Control in Work Areas on City Streets," issued by the City of Winnipeg and as specified herein.
- (b) Traffic lane and sidewalk closures shall only be undertaken if necessary and as approved by the Contract Administrator.
- (c) No lane closures are allowed when the Contractor is not working.
- (d) It is anticipated that no lane or sidewalk closures are required on the bridge.

E3.3 Measurement and Payment

- (a) Traffic and pedestrian control will be considered incidental to the Works of this Contract and no additional measurement or payment will be made.

E4. STRUCTURAL STEEL REPAIRS

E4.1 Description

- (a) This Specification shall cover the structural steel repairs to various superstructure components of the Arlington Street Overpass as shown on the Drawings and as specified herein.
- (b) The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplied and all things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.

E4.2 Materials

E4.2.1 General

- (a) All Materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- (b) The Contractor shall be responsible for the safe removal and disposal of the existing severely corroded steel and for the supply, safe storage and handling of all Materials as set forth in the Specification. All Materials shall be handled in a careful and workman like manner, to the satisfaction of the Contract Administrator.

E4.2.2 Structural Steel

- (a) All general structural steel and corrugated steel decking shall conform to the requirements of CSA Standard CAN/CSA-G40.21-13 (R2018), Grade 300W or 350W.

E4.2.3 High Strength Bolts, Nuts and Washers

- (a) High strength bolts shall conform to the requirements of ASTM Specification A325, Type 1. Nuts shall conform to the requirements of ASTM Specification A563, Grade DH. Washers shall conform to the requirements of ASTM Specification F436, Type 1.

E4.2.4 Abrasive for Blast Cleaning

- (a) The blast cleaning abrasive shall be free of corrosion-producing contaminants. Silica or other sand will not be permitted. Slag abrasives shall contain no more than 0.1% oil by weight. The blast-cleaning abrasives and grit size employed shall be capable of achieving a surface anchor-tooth profile having a peak-to-valley height of 2 to 4 mils.

E4.2.5 Welding Consumables

- (a) Welding consumables for all processes shall be certified by the manufacturer to be complying with the requirements of CSA Standard W59-M1984 and the following Specifications:
 - (i) Manual shielded metal arc welding (SMAW): All electrodes shall be basic-type electrodes conforming to CSA W48.1-M1991 or W48.3-M1992, classification E480XX, or imperial equivalent.
 - (ii) Gas metal arc welding (GMAW): All electrodes shall conform to CSA W48.4-M1980, classification ER480S-X, or imperial equivalent.
 - (iii) Flux cored arc welding (FCAW): all electrodes shall conform to CSA W48.5-M1982, classification E480XT-X, or imperial equivalent. Electrodes shall be controlled by hydrogen (CH) designation.
 - (iv) Submerged arc welding (SAW): All electrodes shall conform to CSA W48.6-M1980, classification F480X-EXXX, or imperial equivalent.
 - (v) Shielding gas shall be welding grade carbon-dioxide with a guaranteed dew point of -46 C.
 - (vi) All electrodes, wires, and fluxes used shall be of a classification requiring a minimum impact of 27 joules of -18 C.

E4.2.6 Incidental Materials

- (a) All incidental and miscellaneous materials required for the undertaking the works of this Specification shall be as approved by the Contract Administrator.

E4.3 Construction Methods

E4.3.1 Scope of Work

- (a) The scope of Work shall include the following items, as indicated on the Drawings and as specified herein:
 - (i) Type 1 Repair – Floor Beam Bottom Flange Repair, which includes the provision of temporary shoring to the framing on each side of the floor beams to enable the repairs to be completed while the bridge is still open, removal of rivets and existing severely corroded bottom flange angles, installation of new rolled structural steel bottom flange angles, and removal of the temporary shoring.
 - (ii) Type 2 Repair - Timber Nailers Replacement, which includes removal and disposal of existing eroded timber nailers, supply and installation of new steel channel beams.
 - (iii) Type 3 Repair – Exterior Girder Web Repair, which includes supply and installation of new steel plates bolted to the girder web.
 - (iv) Type 4 Repair - Diaphragm Beam Repair, which includes supply and installation of new steel diaphragms and support brackets adjacent to existing severely corroded structural steel members, and shimming as needed.
 - (v) Type 5 Repair – Truss Bottom Chord Strengthening, which includes supply and installation of two (2) new additional steel plates (top and bottom) at each truss bottom chord repair location with extensive rust packing between the web and flange angles.
 - (vi) Type 6 Repair – Sidewalk Corrugated Steel Deck Repair, which includes supply and installation of new steel decking under the sidewalk' corroded sections, supporting angles, and support brackets.
 - (vii) Type 7 Repair – Pier Steel Column Repair, which includes heating and straightening of the lower 1/3 of the pier column, conducting a non-destructive testing (magnetic particle test) to confirm the steel condition, and supply and installation of strengthening steel plates to the column flanges as needed.

E4.3.2 Scheduling and Methods

- (a) At least five (5) days prior to the commencement of any scheduled Work on the Site, the Contractor shall submit to the Contract Administrator for review and approval a proposed schedule, including methods and sequence of operations.

E4.3.3 Details of Existing Structure

- (a) The applicable details and structure dimensions of the existing structure are shown on the Drawings for the information of the Contractor in establishing the methods and limits of removal and determining the cost of the Work from his examination of the Site.
- (b) The information shown has been obtained from existing drawings, measurements, and observations at the Site. The accuracy of this information is not guaranteed and the Contractor must verify all information before ordering materials or commencing Work.

E4.3.4 Access and Scaffolding

- (a) The Contractor shall at least five (5) days prior to the commencement of Work on the Site submit to the Contract Administrator for review and approval access routes and methods for men and equipment to the repair areas.
- (b) All scaffolding, platforms, swing-stages, man-lifts, or zoom booms shall be designed, constructed, erected and operated in accordance with Workplace Safety and Health Act, applicable Regulations and as approved by the Contract Administrator.

- (c) The Contractor shall coordinate with and obtain approval from CPR for all access routes on CPR property and shall provide a copy of the all approvals to the Contract Administrator.
- (d) All access routes shall be restored to the pre-construction condition or better incidental to the Works of this Specification.

E4.3.5 Temporary Shoring

- (a) The contractor shall at least five (5) days prior to commencement of Work submit drawings of shoring required to enable Type 1 Repair to be completed with the bridge open to traffic to the Contract Administrator for review.
- (b) Shoring drawings shall be engineered and bear the seal of a Professional Engineer registered in the Province of Manitoba.

E4.3.6 Supply of Corrugated Steel Decking

- (a) Full size corrugated steel deck sheets shall be fabricated to the dimensions shown on the drawing, fabricated in accordance with E4.3.8.
- (b) Corrugated steel decking shall be 1.22mm thick CD36 with 38mm flute from AGWAY, or equivalent.

E4.3.7 Removals and Disposal of Debris

- (a) The Contractor shall only use methods of steel removal that will not damage the existing structure to remain or new structures.
- (b) The Contractor shall remove and dispose of surplus debris from CPR property.

E4.3.8 Fabrication and Installation of New Structural Steel and Corrugated Steel Decking

- (a) General
 - (i) Except as otherwise specified herein, steelwork shall be fabricated in accordance with the latest A.W.S. Specification D1.1 and subsequent revisions.
 - (ii) No fabrication shall commence until permission to do so has been received from the Contract Administration.
 - (iii) The repair of any members damaged during fabrication shall be approved by the Contract Administrator.
- (b) Submissions
 - (i) At five (5) days prior to the scheduled commencement of any fabrication, the fabricator's and erector's qualifications, the shop drawings and mill certificates shall be submitted to the Contract Administrator for review and approval.
- (c) Preparation of Material
 - (i) Prior to being used in fabrication, all structural steel and corrugated steel decking shall be straight and free from kinks or bends. If straightening is necessary, it shall be done by methods that will not injure the metal. The steel shall not be heated unless permission is given by the Contract Administrator. Sharp kinks and bends will be cause for rejection of the steel.
 - (ii) Steel may be cut to size by sawing, shearing, flame-cutting or machining. All steel after cutting shall be marked by a method agreed to by the Contract Administrator so that it's specification may be immediately identified.
 - (iii) Sheared edges of plates more than 16mm in thickness shall be planed to a depth of 6mm.
 - (iv) Special attention shall be given to the cutting of cover plates or flange plates. Occasional gouges not in excess of 6mm deep will be accepted in areas of low stress at the discretion of the Contract Administrator. The repair or removal of such gouges shall be to the Contract Administrator's instructions.
 - (v) Edges of flame cut edges shall be ground to a radius of 2mm. Re-entrant cuts shall be filleted to a radius of not less than 19mm.
 - (vi) Corrugations in the steel decking shall be achieved by rolling or cold bending

- (d) Bolt Holes
 - (i) All bolt holes for high strength bolts shall be drilled and shall be of a nominal diameter not more than 2mm in excess of the nominal bolt diameter.
 - (ii) Drilling shall be done with twist drills. Burrs on the outside surface shall be removed.
 - (iii) Poor matching of holes will be cause for rejection.
- (e) Material Storage and Care
 - (i) Structural steel, either plain or fabricated shall be stored above the ground on platforms, skids or other supports. It shall be kept free from dirt and other foreign matter, and shall be protected, as far as practical, from corrosion. Long members shall be supported on skids placed near enough together to prevent injury from deflection.
 - (ii) Prior to fabrication, all steel shall be marked for identification by heat number and specification by a marking system approved by the Contract Administrator.
- (f) Field Assembly
 - (i) The new structural steel shall be snug tight to the underside of the steel plate or steel deck grating. Steel shims shall be installed where necessary as shown on the Drawings.
 - (ii) All corrugated steel decking shall be customized placed snug adjacent to existing decking left in place.
 - (iii) All field connections shall be bolted with high strength bolts. Bolting with high strength bolts shall be carried out in accordance with "AASHTO Standard Specifications for Highway Bridges-1996 Division II, Clause 11.5-Assembly – turn of nut method."
- (g) Heating and Straightening of Bent Material
 - (i) The straightening of plates and angles or other shapes shall be done by methods that will not produce fracture or injury. The metal shall not be heated unless necessary and permitted by the Contract Administrator, in which case the heating shall not be a higher temperature than that producing a "dark cherry red" colour. After heating, the metal shall be cooled as slowly as possible.
 - (ii) Following the straightening of a bend or buckle, the surface of the metal shall be carefully inspected for evidence of fractures by the means of non-destructive testing (magnetic particle test) and if necessary, replaced or repaired to the satisfaction of the Contract Administrator. Number of tests will not be measured and shall be completed by the Contractor at no additional cost to the City.
- (h) Misfits
 - (i) The correction of minor misfits involving harmless amounts of reaming, cutting and chipping as determined by the Contract Administrator will be considered a legitimate part of erection. However, any error in shop fabrication, which prevents the proper assembling and fitting up of parts by the moderate use of drift pins or by a moderate amount of reaming and slight chipping or cutting, shall be cause for rejection and shall be corrected by the Contractor to the satisfaction of the Contract Administrator.

E4.3.9 Welding

- (a) Welding of steel structures shall be in accordance with CSA W59, "Welded Steel Construction".

E4.4 Quality Control

E4.4.1 Inspection

- (a) All workmanship and all materials furnished and supplied under this specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the specified Work. The Contractor shall be wholly responsible for the

control of all operations incidental thereto notwithstanding any inspection or acceptance that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works, which are not in accordance with the requirements of this Specification.

E4.4.2 Access

- (a) The Contractor shall allow the Contract Administrator free access to all parts of the Work at all times. The Contractor shall supply samples to the Contract Administrator or his inspector for testing purposes as required. There will be no charge to the City for samples taken.

E4.5 Measurement and Payment

E4.5.1 Structural Steel Repairs

- (a) Structural steel repairs will be measured on a unit basis and paid for at the Contract Unit Price for the "**Items of Work**" listed here below. The item to be paid for will be the total number of each type of repairs that are completed inside and outside the CPR yard in accordance with this Specification, accepted and measured by the Contract Administrator.

Items of Work:

Repairs Inside the CPR Yard

- (i) Type 1 Repair – Floor Beam Bottom Flange Repair
- (ii) Type 4 Repair - Diaphragm Beam Repair
- (iii) Type 5 Repair – Truss Bottom Chord Strengthening
- (iv) Type 6 Repair – Sidewalk Corrugated Steel Deck Repair
- (v) Type 7 Repair – Pier Steel Column Repair

Repairs Outside the CPR Yard

- (i) Type 2 Repair - Timber Nailers Replacement
- (ii) Type 3 Repair – Exterior Girder Web Repair
- (iii) Type 4 Repair - Diaphragm Beam Repair
- (iv) Type 6 Repair – Sidewalk Corrugated Steel Deck Repair