



THE CITY OF WINNIPEG

TENDER

TENDER NO. 13-2024

**2024 NEW ACTIVE TRANSPORTATION PATHWAY, PATHWAY RENEWALS AND
TRAFFIC CALMING IMPROVEMENTS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2024 New Active Transportation Pathway, Pathway Renewals and Traffic Calming Improvements

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 22, 2024.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

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 they have 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 D6.

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 their 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 they wish 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 their 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;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 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 their own name, their 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 their 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 their 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 their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their 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 D38. Any such costs shall be determined in accordance with D38.
- 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 their 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 their 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 their 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 their 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 their 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 their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their 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 their 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 their 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 their 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; and
- (d) Submit a completed Social Procurement Plan.

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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D8).

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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).

- B13.5 Further to B13.1(d), the Bidder shall within five (5) Business Days of a request by the Contract Administrator, provide a completed Social Procurement Plan.
- B13.6 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.7 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.
- B13.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. BID SECURITY

- B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/MatMgt/templates/files/Bidsecurity.pdf>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.

- B15.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16. IRREVOCABLE BID

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw their Bid without penalty 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 therefrom (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 their Bid or in other information required to be submitted, that they are 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 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 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 their 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 D38 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 their 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, Purchasing 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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of:

- (a) New Active Transportation Pathway
 - (i) Osborne Street / Transit Garage A.T. pathway from Brandon Avenue to Osborne Street
- (b) Pathway Renewals
 - (i) Oscar Paulson Park from Avril Lane to Epsom Crescent and "T" of pathway to Huddersfield Place
 - (ii) William R. Clement Parkway from Batchelor Avenue to Roblin Boulevard
 - (iii) William R. Clement Parkway from Grant Avenue to Oakdale Drive
- (c) Traffic Calming Improvements
 - (i) Bridge Lake Drive from Lake Bend Road to North Town Road

D3.2 The major components of the Work are as follows:

- (a) New Active Transportation Pathway
 - (i) Removal of existing sidewalk as required;
 - (ii) Remove trees as required;
 - (iii) Salvage existing chain link fence;
 - (iv) Remove existing line and terminal posts;
 - (v) Abandon existing catch pit;
 - (vi) Installation of catch basin and sewer service pipe;
 - (vii) Installation of catch pit and drainage connection pipe;
 - (viii) Pavement removal;
 - (ix) Excavation;
 - (x) Compaction of existing sub-grade;
 - (xi) Placement of geotextile;
 - (xii) Placement and compaction of sub-base material;
 - (xiii) Placement of geogrid;
 - (xiv) Placement and compaction of base course material;
 - (xv) Renew existing concrete sidewalk;
 - (xvi) Renew existing curb ramp;
 - (xvii) Construction of concrete sidewalk;
 - (xviii) Construction of barrier curb;
 - (xix) Construction of curb ramp;

- (xx) Construction of modified barrier curb;
 - (xxi) Construction of monolithic bullnose;
 - (xxii) Installation of detectable warning tiles as required;
 - (xxiii) Placement of asphalt pavement (Type 1A);
 - (xxiv) Placement of pavement repair fabric as required;
 - (xxv) Placement of final lift of asphalt pavement (Type 1A);
 - (xxvi) Installation of new wooden post bollards;
 - (xxvii) Installation of new line and terminal posts;
 - (xxviii) Installation of new and salvaged chain link fabric;
 - (xxix) Grading of boulevards;
 - (xxx) Placement and compaction of imported fill material;
 - (xxxi) Placement and compaction of topsoil; and
 - (xxxii) Placement of sod.
- (b) Pathway Renewals
- (i) Install temporary snow fencing as required;
 - (ii) Removal of existing asphalt as required;
 - (iii) Removal of existing sidewalk as required;
 - (iv) Remove trees as required;
 - (v) Excavation;
 - (vi) Installation of corrugated steel culverts;
 - (vii) Compacting of existing sub-grade;
 - (viii) Placement of geotextile fabric;
 - (ix) Placement and compaction of sub-base material;
 - (x) Placement of geotextile fabric;
 - (xi) Placement and compaction of base course material;
 - (xii) Construction of new concrete sidewalk;
 - (xiii) Installation of detectable warning tiles as required;
 - (xiv) Renewal of existing concrete sidewalk as required;
 - (xv) Placement of asphalt pavement (Type 1A);
 - (xvi) Placement of pavement repair fabric as required;
 - (xvii) Placement of final lift of asphalt pavement (Type 1A);
 - (xviii) Installation of removable post bollard;
 - (xix) Remove post bollards;
 - (xx) Install post bollards;
 - (xxi) Grading of ditches;
 - (xxii) Grading of boulevards;
 - (xxiii) Placement and compaction of topsoil; and
 - (xxiv) Placement of sod.
- (c) Traffic Calming Improvements
- (i) Removal of existing concrete pavement as required;
 - (ii) Remove curb as required;
 - (iii) Abandon existing catch basins;
 - (iv) Install new catch pits and drainage connection pipe;
 - (v) Install new catch basins and sewer service pipe;
 - (vi) Renewal of 200mm Reinforced concrete slabs;
 - (vii) Construction of new raised pedestrian crosswalk;
 - (viii) Construction of new 100mm sidewalk;

- (ix) Installation of detectable warning surface tiles;
- (x) Construction of modified barrier curb;
- (xi) Construction of barrier curb;
- (xii) Construction of ramp curb;
- (xiii) Renewal of curb as required;
- (xiv) Renewal of existing sidewalk as required;
- (xv) Planning of concrete;
- (xvi) Installation of asphalt speed table;
- (xvii) Grading of boulevards;
- (xviii) Placement and compaction of imported fill material;
- (xix) Placement and compaction of topsoil; and
- (xx) Placement of sod.

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Geoff Kerr

Technologist III

Telephone No. 204 794-4357

Email Address GKerr@Winnipeg.ca

D6.2 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.

D7. CONTRACTOR'S SUPERVISOR

D7.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D7.2 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 D7.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D8.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D9. UNFAIR LABOUR PRACTICES

D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. SOCIAL PROCUREMENT

- D10.1 The Contractor shall commit to providing employment opportunities for Equity Groups. Equity Groups are groups that have historically been denied equal access to employment, education, and other opportunities and includes but is not limited to: Indigenous Peoples, Racialized peoples, newcomers (less than 5 years in Canada); Persons with Disabilities; Women; people facing poverty; Veterans, and 2SLGBTQIA+ (Two-spirit, Lesbian, Gay, Bisexual, Trans, Queer, Questioning, Intersex, Asexual plus) Peoples.
- D10.2 This commitment is inclusive of subcontractor employment hours and the Contractor will be required to report on their subcontractors employment hours if the subcontractor contract is greater than \$100,000.
- D10.3 The Contractor shall commit to providing employment hours with Equity Groups on the delivery of this Contract.
- $$X\% = \frac{\text{\# of employment hours by Equity Groups on this Contract}}{\text{Total \# of employment hours on this Contract}}$$
- D10.4 The Contractor shall keep detailed records of the total number of full-time and part-time employees that identify as Equity Groups. The Contractor shall report the total number of employee hours that are delivered by Equity Groups during this Contract.
- (a) The Social Value Reporting Template has been included as a resource see Form O: Social Value Clause Reporting Template.

- D10.5 Employees includes all company employees who are working on this Contract. (Administration, Finance, Project Manager, Safety Officer, Trades, etc.).
- D10.6 The Contractor shall provide the Contract Administrator a progress report midway through the Contract period and upon completion of the Contract period.
- D10.7 The Employee Voluntary Self Identification Survey has been included as a resource see Form N: Employee Voluntary Self Identification Survey.

D11. FURNISHING OF DOCUMENTS

- D11.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. SAFE WORK PLAN

- D13.1 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.
- D13.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D13.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their 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.

D14. INSURANCE

- D14.1 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.
- D14.2 Deductibles shall be borne by the Contractor.

D14.3 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 Documents, as applicable.

D14.4 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.

D15. CONTRACT SECURITY

D15.1 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.

D15.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D15.1(b).

D15.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D15.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D15.2 The Contractor shall provide the Contract Administrator identified in D6 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.

D15.3 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 D15.1(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.

D16. SUBCONTRACTOR LIST

D16.1 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 Documents, if applicable.

D17. DETAILED WORK SCHEDULE

D17.1 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 Documents, as applicable.

D17.2 The detailed work schedule shall consist of the following:

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

D17.3 Further to D17.2(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.

D18. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

D18.1 The Contractor shall provide the Contract Administrator with an Accessibility 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.

D18.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
- (b) How the Contractor will maintain access to bus stops within the site.
- (c) How the Contractor will maintain access to pedestrian corridors and half signals.
- (d) How the Contractor will maintain cycling facilities.
- (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
- (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.

D18.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

D18.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:

- (a) Signage
- (b) Temporary Ramping
- (c) Transit Stops
- (d) Detour Signage

- D18.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D18.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D18.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D18.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

D19. SOCIAL PROCUREMENT PLAN TEMPLATE

- D19.1 The Contractor shall provide the Contract Administrator with a Social Procurement Plan Template (Form M: Social Procurement Plan Template) within five (5) Business Days of a request by the Contract Administrator as per B13.1(d).

SCHEDULE OF WORK

D20. COMMENCEMENT

- D20.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D20.2 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 D12;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D7.2.
 - (iv) the Safe Work Plan specified in D13;
 - (v) evidence of the insurance specified in D14;
 - (vi) the contract security specified in D15;
 - (vii) the subcontractor list specified in D16;
 - (viii) the detailed work schedule specified in D17;
 - (ix) the Requirements for Site Accessibility Plan specified in D18;
 - (x) the Social Procurement Plan specified in D19; and
 - (xi) the direct deposit application form specified in D33.
 - (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.
- D20.3 The City intends to award this Contract by July 4, 2024.
- D20.4 The Contractor shall commence the Work on the Site August 12, 2024.

D21. WORKING DAYS

D21.1 Further to C1.1(tt);

D21.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record their 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 they agree with the Contract Administrator's determination of the Working Days assessed for the report period.

D21.1.2 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.

D21.1.3 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.

D21.1.4 Saturdays and Sundays will be considered a Working Day if the Contractor is working at least seven (7) hours on Site and the Contract Administrator deems that the Contract Administrator's staff is also required on Site.

D22. RESTRICTED WORK HOURS

D22.1 Further to 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.

D22.2 The following Work hour restrictions shall also apply:

- (a) The Contractor shall not be allowed to occupy a Traffic Lane on the Priority 1 Streets during Peak Traffic hours between 7:00 – 9:00 and 15:00 – 18:00 Monday through Friday.

D23. WORK BY OTHERS

D23.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D23.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Geomatics Branch;
- (b) City of Winnipeg Parks and Open Spaces;
- (c) City of Winnipeg Transit Branch;
- (d) Manitoba Hydro;
- (e) City of Winnipeg Traffic Signals;
- (f) City of Winnipeg Traffic Services.

D23.3 Further to D23.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others. The Contractor must include and accommodate Work by Others identified in D23.2 or additional parties, in their construction schedule as per D17 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D24. SEQUENCE OF WORK

D24.1 Further to C6.1, the sequence of work shall comply with the following:

D24.1.1 Providing that the Work on each location is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a maximum of three (3) locations under construction at any one time. Completion of a location means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.

D24.1.2 Where the Contractor utilizes two (2) or more crews that work independently on the same major component of the Work as identified in D3, the Contract Administrator may approve an increase to the maximum number of locations under construction at any time.

D24.1.3 The Work on Bridge Lake Drive from Lake Bend Road to North Town Road will be divided as follows:

- (a) Construction activity is to be limited to one side of the street at a time.
- (b) The Contractor shall complete all Work related to underground and concrete on the Southwest bound lane of Bridge Lake Drive, while maintaining vehicle and pedestrian access on the Northeast bound lane.
- (c) The Contractor shall complete all Work related to underground and concrete on the Northeast bound lane of Bridge Lake Drive, while maintaining vehicle and pedestrian access on the Southwest bound lane.

D24.1.4 The Work on William R. Clement Parkway from Batchelor Avenue to Robin Boulevard and Grant Avenue to Oakdale Drive will be divided as follows:

- (a) Construction activity is to be limited to one side of William R. Clement Parkway at a time.
- (b) Contractor shall complete all Work related to pathway renewals on the east side of William R. Clement Parkway, while maintaining cyclist and pedestrian access on the west side of William R. Clement Parkway.
- (c) Contractor shall complete all Work related to pathway renewals on the west side of William R. Clement Parkway, while maintaining cyclist and pedestrian access on the east side of William R. Clement Parkway.

D24.1.5 The Work on Osborne Street / Transit Garage A.T. pathway from Brandon Avenue to Osborne Street will be divided into two stages:

- (a) **Stage 1** – Osborne Street / Transit Garage A.T. pathway from Station 1+00 to 3+30
 - (i) The Contractor shall complete all Work as outlined in D3.2(a)
 - (ii) The Contractor shall maintain approach access into 421 Osborne Street at all times as shown on the traffic control drawings (Appendix 'B')
 - (iii) All Work along this section shall be construction from City ROW and the vacant lot on the South West corner of Osborne street and Glasgow Avenue
- (b) **Stage 2** – Osborne Street / Transit Garage A.T. pathway from Station 3+40 to 3+85
 - (i) All Work related to Stage 1 must be completed prior to Work commencing on Stage 2
 - (ii) The Contractor shall complete all Work as outlined in D3.2(a)

D24.1.6 Installation of snow fencing around the playground in Oscar Paulson Park is to be completed prior to construction of the pathway.

- D24.1.7 Immediately following the completion of the asphaltic concrete Works, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris, other than that left by the City or other Contractors.
- D24.1.8 Grading and placement of topsoil shall commence prior to construction of asphalt pavement, or 14 days after construction of final lift of asphalt pavement.

D25. SUBSTANTIAL PERFORMANCE

- D25.1 The Contractor shall achieve Substantial Performance within Forty (40) consecutive Working Days of the commencement of the Work as specified in D20.
- D25.2 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.
- D25.3 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.

D26. TOTAL PERFORMANCE

- D26.1 The Contractor shall achieve Total Performance within Forty-Five (45) consecutive Working Days of the commencement of the Work as specified in D20.
- D26.2 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.
- D26.3 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.

D27. LIQUIDATED DAMAGES

- D27.1 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 dollars (\$4,000.00);
 - (b) Total Performance – One-thousand dollars (\$1,000.00).
- D27.2 The amounts specified for liquidated damages in D27.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.
- D27.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D28. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D28.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.

- D28.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.
- D28.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate s.
- D28.4 For any delay related to Supply Chain Disruption 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 D28.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D28.5 The Work schedule, including the durations identified in D22 to D26 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.
- D28.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, 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 Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D28.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D29. SCHEDULED MAINTENANCE

- D29.1 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-R10;
 - (b) Reflective crack maintenance as specified in CW 3250-R7;
- D29.2 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

D30. JOB MEETINGS

- D30.1 Regular weekly job meetings will be held at the Site or location agreed to by the Contract Administrator and the Contractor. 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.
- D30.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D31. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D31.1 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).

D32. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D32.1 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 their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D33. PAYMENT

D33.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D34. FUEL PRICE ADJUSTMENT

D34.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;

- (a) where the price of fuel has increased - $((CFI/BFI)-1.15) \times Q \times FF$; and
- (b) where the price of fuel has decreased - $((CFI/BFI)-0.85) \times Q \times FF$; where
 - (i) BFI = base fuel index
 - (ii) CFI = current fuel index
 - (iii) FF = fuel factor
 - (iv) Q = monetary value of Work applied in the calculation.

D34.1.1 Eligible Work will be determined in accordance with D34.5.

D34.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published "Monthly average retail prices for gasoline and fuel by geography" for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.

D34.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.

D34.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.

D34.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.

D34.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.

D34.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance/Critical Stages except where those dates/Working Days are adjusted by change order. Fuel de-

escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance/Critical Stages.

D34.5 The Fuel Factor (FF) rates will be set as follows:

- (a) The Fuel Factor rate shall be set at 2.7% of the monetary value of all Work based on unit prices.

WARRANTY

D35. WARRANTY

D35.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter for concrete rehabilitation Works on Bridge Lake Drive, and two (2) years thereafter for New and Reconstruction Works on Osborne Street / Transit Garage A.T. pathway, Oscar Paulson Park pathway and William R. Clement Parkway pathway, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D35.2 Notwithstanding C13.2 or D35.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

D35.2.1 a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D35.2.2 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

DISPUTE RESOLUTION

D36. DISPUTE RESOLUTION

D36.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D36.

D36.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D36.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D36.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process

consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:

- (i) The Contract Administrator;
- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
- (iii) Department Head.

- D36.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D36.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D36.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D36.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D36.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D37. INDEMNITY

- D37.1 Indemnity shall be as stated in C17.
- D37.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D37.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D38. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D38.1 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.
- D38.2 Further to D38.1, in the event that the obligations in D38 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.
- D38.3 For the purposes of D38:
- (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.
- D38.4 Modified Insurance Requirements
- D38.4.1 If not already required under the insurance requirements identified in D14, 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 their Ministers, officers, employees, and agents shall be added as additional insureds.
- D38.4.2 If not already required under the insurance requirements identified in D14, 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.
- D38.4.3 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.
- D38.4.4 Further to D14.3, 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.
- D38.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D38.5 Indemnification By Contractor
- D38.5.1 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.

- D38.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D38.6 Records Retention and Audits

D38.6.1 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.

D38.6.2 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 D38.6.1 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.

D38.7 Other Obligations

D38.7.1 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.

D38.7.2 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.

D38.7.3 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.

D38.7.4 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.

D38.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D38.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D15)

KNOW EVERYONE 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. 13-2024

2024 New Active Transportation Pathway, Pathway Renewals and Traffic Calming Improvement 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 D15)

KNOW EVERYONE 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. 13-2024

2024 New Active Transportation Pathway, Pathway Renewals and Traffic Calming Improvements

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)

FORM J: SUBCONTRACTOR LIST
(See D16)

2024 NEW ACTIVE TRANSPORTATION PATHWAY, PATHWAY RENEWALS AND TRAFFIC CALMING IMPROVEMENTS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS		
<u>Supply of Materials</u>		
Geotextile Fabric		
Geogrid		
Sub-Base Material		
Base Course Material		
Concrete		
Asphalt		
Pavement Repair Fabric		
Topsoil and Sod		
Detectable Warning Surface Tile		
Joint Sealant		
<u>Installation and Placement</u>		
Geotextile Fabric		
Geogrid		
Sub-Base Material		
Base Course Material		
Concrete		
Asphalt		
Pavement Repair Fabric		
Topsoil and Sod		
Detectable Warning Surface Tiles		
Joint Sealant		

FORM J: SUBCONTRACTOR LIST
(See D16)

2024 NEW ACTIVE TRANSPORTATION PATHWAY, PATHWAY RENEWALS AND TRAFFIC CALMING IMPROVEMENTS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
UNDERGROUND WORKS		
<u>Supply of Materials</u>		
Pre-cast Concrete Catch Basin, Catch Pit and Concrete Risers		
Sewer Service Pipe / Drainage Connection Pipe		
Catch Basin / Catch Pit / Manhole Frames, Covers, Curb Inlet Frames and Lifter Rings		
<u>Installation and Placement</u>		
Pre-cast Concrete Catch Basin, Catch Pit and Concrete Risers		
Sewer Service Pipe / Drainage Connection Pipe		
Catch Basin / Catch Pit / Manhole Frames, Covers, Curb Inlet Frames and Lifter Rings		

FORM M: SOCIAL PROCUREMENT PLAN

Every purchase has an economic, social, environmental, and cultural impact. Sustainable Procurement is about capturing the economic, social, environmental, and cultural impacts of purchasing decisions to foster healthy and vibrant communities.

Historically, procurement has been about choosing the supplier offering the lowest price while still meeting technical requirements of providing high quality products or services with minimal risk. By expanding the premise of 'best value' in procurement, to include the generation of positive societal benefits, alongside high quality and competitive bids, the City of Winnipeg is working to maximize community benefits and deliver improved socio-economic returns for stakeholders, within the existing spend.

The Contractor shall provide the Contract Administrator with a Social Procurement Plan Template (Form M: Social Procurement Plan Template) within five (5) Business Days of a request by the Contract Administrator as per B13.5.

Both Question 1 and 2 must be filled out responding to all criteria. Question 2 must explain the commitment to Question 1 within the context of the Contract.

1. The Contractor commits to _____ % of employment hours with Equity Groups on the delivery of this Contract.

$$X\% = \frac{\text{\# of employment hours by Equity Groups on this Contract}}{\text{Total \# of employment hours on this Contract}}$$

Please reconfirm your commitment here.

2. Provide a detailed strategy for how the Contractor's current and planned efforts to employ Equity Groups will ensure the Contractor meets the commitment on the Contract.

Employment responses could include: We partner with Equity Group employment organizations to recruit Indigenous Rightsholders and other Equity Groups. When employees are onboarded, they are asked if they identify as an Indigenous Rightsholder or Equity Group. We track this and report on aggregate employment levels across our business each year per our Diversity and Inclusion Policy.

Please describe your strategies and/or plans to meet the above requirement.

FORM N: EMPLOYEE VOLUNTARY SELF-IDENTIFICATION SURVEY

The City of Winnipeg is committed to supporting a workforce that is representative of the community the City serves. The City is focused on human rights and ensuring full and equitable representation, success, and advancement of all people, and in particular, the equity groups that are under-represented.

Our company is in support of the goals above and are asking employees to participate in this survey to collect data on the demographics of our workforce.

Employee identity data collected by this survey will be shared with the City of Winnipeg in aggregate. All employee identity data will only be shared with our designated HR or management staff.

This data will be submitted to the City of Winnipeg as part of our Reporting requirements under City of Winnipeg Contracts.

Your response to the self-declaration questions is voluntary.

Thank you for participating in this self-identified and voluntary survey to help assess and measure the inclusion of equity groups in the workforce.

Company Name _____

Employee Name _____

1. Do you wish to participate in this survey?

Yes No

2. Do you identify as an Indigenous person?

Yes No

**3. Do you identify as any of the following Equity Groups, also known as under-represented groups?
Check all that apply.**

- Racialized peoples;
- Newcomers;
- Persons with disabilities;
- Women;
- Peoples facing poverty;
- Veterans;
- 2SLGBTQQIA+ (Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Asexual, plus) Peoples;

Indigenous refers to “Aboriginal Peoples of Canada” as defined in Section 35(2) of the Constitution Act, 1982 to include the First Nations, Inuit and Métis Peoples of Canada. (Source: [Our Winnipeg 2045](#))

Racialized peoples refers to a group of people who have identifiable characteristics that differ from those of the majority or dominant population. Previously known as Visible Minority and although the term “visible minority” is used in legal (e.g. *Employment Equity Act*) and statistical (e.g. Census) contexts, it is considered outdated and no longer recommended because the word “visible” suggests being white is the standard, and the word “minority” limits the concept to numbers. The term is increasingly being replaced by “racialized” individuals or groups. (Source: [Immigration, Refugees and Citizenship Canada](#))

Newcomers refers to new residents including people arriving from countries outside Canada, such as recent immigrants (less than five years in Canada), refugees, refugee claimants or asylum seekers, and temporary residents. (Source: [Our Winnipeg 2045](#))

Persons with disabilities refers to individuals who have a long-term or recurring physical, mental, psychiatric, sensory, or learning impairment which may limit certain kinds of activity or could be perceived as a limitation. These include visible and non-visible disabilities. (Source: [City of Winnipeg](#))

Women refers to all people who identify as women, whether they are cisgender or transgender women. (Source: [Department of Justice, Government of Canada](#))

People facing poverty refers to people, given the size and region of residents, that do not have enough income to buy a set of goods and services considered to represent a modest, basic standard of living (Source: [Market Basket Measure, Stats Canada](#))

Veterans refers to any former member of the Canadian Armed Forces who successfully underwent basic training and is honorably discharged. (Source: [Veteran Affairs Canada](#))

2SLGBTQIA+ peoples refer to Two-Spirit, Lesbian, Gay, Bisexual, Trans, Queer, Questioning, Intersex, Asexual, Plus peoples. (Source: [Government of Canada](#))

FORM O: SOCIAL VALUE REPORTING TEMPLATE

Every purchase has an economic, social, environmental, and cultural impact. Sustainable Procurement is about capturing the economic, social, environmental, and cultural impacts of purchasing decisions to foster healthy and vibrant communities.

The data reported here is a contractual requirement to encourage and measure social, Indigenous, and environmental outcomes from the City's procurement. The City reserves the right to verify the information reported.

Company Name _____

Contract Number _____

Reporting Period Start Date _____

Reporting Period End Date _____

1. Employment of Equity Groups (# of employee hours)

The Contractor shall commit to providing 0% of employment hours with Equity Groups on the delivery of this Contract.

A. Total number of employment hours for all employees working on the project during the reporting period	_____hours
B. Total number of employment hours for Equity Group employees working on the project during the reporting period	_____hours
C. Percentage for the reporting period (B/A) (C = B / A)	_____%

Please describe any successes or challenges related to your commitment for the reporting period.

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 their 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, Purchasing 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>	<u>Drawing (Original) Sheet Size</u>
	Cover Sheet	A1
SE-24-17	Osborne Street New A.T. Pathway from Brandon Avenue to Osborne Street – 1+00 to 2+20	A1
SE-24-18	Osborne Street New A.T. Pathway from Brandon Avenue to Osborne Street – 2+20 to 3+79	A1
SE-24-19	Oscar Paulson Park Pathway from Huddersfield Place to “T” of path – 1+00 to 2+30	A1
SE-24-20	Oscar Paulson Park Pathway from Avril Lane to Epsom Crescent – 1+00 to 1+86	A1
SE-24-21	William Clement Parkway Path from Batchelor Avenue to Roblin Boulevard – 1+00 to 2+20	A1
SE-24-22	William Clement Parkway Path from Batchelor Avenue to Roblin Boulevard – 2+20 to 3+84	A1
SE-24-23	William Clement Parkway Path from Grant Avenue to Oakdale Drive – 1+00 to 3+40	A1
SE-24-24	William Clement Parkway Path from Grant Avenue to Oakdale Drive – 3+40 to 4+60	A1
SE-24-25	William Clement Parkway Path from Grant Avenue to Oakdale Drive – 4+60 to 5+90	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
SE-24-26	William Clement Parkway Path from Grant Avenue to Oakdale Drive – 5+90 to 7+62	A1
SE-24-27	Bridge Lake Drive from Lake Bend Road to North Town Road – Full Plan View	A1
SE-24-28	Bridge Lake Drive from Lake Bend Road to North Town Road – Detail Sheet 1	A1
SE-24-29	Bridge Lake Drive from Lake Bend Road to North Town Road – Detail Sheet 2	A1
SE-24-99	Bridge Lake Drive from Lake Bend Road to North Town Road – Cross Section Details	A1

E2. MOBILIZATION AND DEMOBILIZATION PAYMENT

DESCRIPTION

- E2.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the project location(s).
- E2.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.
- E2.3 The inclusion of a payment item for the Work under this Specification shall not release or reduce the responsibilities of the Contractor under any other specification in this Contract.

SCOPE OF WORK

- E2.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
- (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
 - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
 - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
 - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site(s);
 - (v) Other job related items.
- (b) Demobilization shall include, but not be limited to:
- (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;
 - (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
 - (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;

- (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.

E2.5 Access to the site, equipment parking, and staging areas are limited to that shown on the drawings or as approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

E2.6 The lump-sum price for the Mobilization and Demobilization bid item shall not exceed five percent (5.00%) of the total bid price for the Contract.

E2.6.1 Further to B10, B18, C12 and E2.6, should the lump sum price exceed 5% of the Total Bid Price the lump sum price will be reduced to 5% of the Total Bid Price, the Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.

E2.7 Payment for Mobilization:

- (a) 60% of the lump-sum price will be paid to the contractor for Mobilization on the first Progress Estimate for the Contract.

E2.8 Payment for Demobilization:

- (a) The remaining 40% of the lump-sum price will be paid upon:
 - (i) Restoration of the site and/or sites to the satisfaction of the Contract Administrator; and
 - (ii) Distribution of the Declaration of Total Performance.

E2.9 Pay Reduction for Accessibility Plan

- (a) The Demobilization payment will be reduced by the number of pay adjustments incurred in accordance with D18 and as determined by the Contract Administrator.

E2.10 Mobilization and Demobilization will be paid only once (to a maximum of 100%), regardless of the number of times the Contractor mobilizes to the site and/or sites.

E3. PROTECTION OF EXISTING TREES

E3.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- (b) 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.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E3.2 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 their designate.

E3.3 No separate measurement or payment will be made for the protection of trees.

E3.4 Except as required in E3.1(c) and E3.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E4. PROTECTION OF EXISTING MONITORING WELLS

E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing flush mounted groundwater monitoring wells nearby the construction area:

E4.1.1 The monitoring well locations will be marked and staked prior to the project initiation. The contractor shall be responsible for the temporary protection of these monitoring wells during construction.

(a) The Contractor shall not stockpile materials or park vehicles and equipment within 2.0 metres of the monitoring wells.

(b) Excavation, pavement removal and/or excavation within 5.0 metres of the monitoring wells shall be done cautiously with a spotter guiding the operator.

E4.2 Any damage to monitoring wells caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator.

E4.3 No separate measurement or payment will be made for the protection of monitoring wells.

E5. TRAFFIC CONTROL

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

(a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.

(b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the Manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC, the Contract Drawings, Staging Plans and Traffic Management Plans 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.

(c) In addition, the Contractor shall be responsible for **supplying**, removing, placing and maintaining all regulatory signing including but not limited to:

(i) Parking restrictions;

(ii) Stopping restrictions;

(iii) Turn restrictions;

(iv) Diamond lane removal;

(v) Full or directional closures on a Regional Street;

(vi) Traffic routed across a median;

(vii) 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.

- (d) The Contractor shall remove and stockpile any regulatory signage not required during construction such as, but not limited to, parking restrictions, turn restrictions and loading restrictions.

- E5.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- E5.3 Further to E5.1(c) and E5.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E5.4 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of five (5) Working Days prior to the required change for approval.
- E5.5 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services may be engaged to perform the Traffic Control. In this event the Contractor shall bear costs charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works.
- E5.6 The Contractor shall be required to obtain approval for all lane closures through the City of Winnipeg Traffic Management Branch. The Contract Administrator shall be added as an additional contact on all lane closure requests.

E6. TRAFFIC MANAGEMENT

- E6.1 Further to 3.7 of CW 1130:
 - (a) Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.
- E6.1.1 Bridge Lake Drive from Bellflower Road / Lake Bend Road to North Town Road
 - (a) Maintain one lane of one-way traffic Southbound during the construction of the Southbound lane from Bellflower Road to North Town Road;
 - (b) Maintain one lane of one-way traffic Southbound during construction of the Northbound lane from Lake Bend Road to North Town Road.
- E6.1.2 Back lane North of Woodward Avenue
 - (a) Maintain one 3.0m wide lane of one-way traffic Eastbound during construction along on the Westbound side.
- E6.1.3 Osborne A.T. Pathway from Brandon Avenue to Osborne Street
 - (a) All construction access is limited to Woodward Avenue, the Back Lane North of Woodward Avenue and the Vacant Lot on the Southwest corner Osborne Street and Glasgow Avenue.
 - (b) No construction activity, storage of materials, parking of equipment or vehicles is permitted on Transit property without approval of the Contract Administrator.
- E6.1.4 Osborne A.T. Pathway Glasgow Avenue from Osborne Street to End
 - (a) Maintain one lane of one-way traffic Westbound during Construction of the Southeast corner of Osborne Street and Glasgow Avenue.
 - (b) Detour Eastbound Glasgow Avenue to Woodward Avenue, then to East to back lane at the end of Woodward Avenue, then North back to Glasgow Avenue.
- E6.1.5 Oscar Paulson Park at Huddersfield Place, Avril Lane and Epsom Crescent.
 - (a) Private approach access shall be maintained at all times.

- E6.1.6 William Clement Parkway Path from Grant Avenue to Oakdale Drive.
- (a) Sidewalk closed signage shall be placed at Grant Avenue, Oakdale Drive and Roblin Boulevard, Re-directing pedestrians/cyclists to the path on the East side of William Clement Parkway.
 - (b) All lanes of William R. Clement Parkway shall be maintained at all times.
- E6.1.7 William Clement Parkway Path from Batchelor Avenue to Roblin Boulevard.
- (a) Sidewalk closed signage shall be placed at Roblin Boulevard and along the East pathway, North of the Footbridge.
 - (b) All lanes of William R. Clement Parkway shall be maintained at all times.
- E6.1.8 Should the Contractor be unable to maintain an existing access to a residence or business, they 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.
- E6.1.9 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.
- E6.1.10 Traffic Signage Drawings are contained in Appendix 'B'.
- E6.2 No measurement or payment will be made for the work associated with this specification

E7. REFUSE AND RECYCLING COLLECTION

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

Bridge Lake Drive from Lake Bend Road to North Town Road

<i>Collection Day(s):</i>	Monday
<i>Collection Time:</i>	Between 7:00 a.m. – 4:30 p.m.
<i>Common Collection Area:</i>	Curbside collection:

Woodward Avenue from Back Lane to Osborne Street.

<i>Collection Day(s):</i>	Monday, Wednesday and Thursday:
<i>Collection Time:</i>	Between 7:00 a.m. – 4:30 p.m.:
<i>Common Collection Area:</i>	Back Lane collection:

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

E8. PEDESTRIAN SAFETY

- E8.1 During the project, a temporary snow fence shall be installed along the playground at Oscar Paulson Park as directed by the Contract Administrator. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this Work.

E9. WATER OBTAINED FROM THE CITY

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

E10. SURFACE RESTORATIONS

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

E11. INFRASTRUCTURE SIGNS

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

E12. MIX DESIGN PROPORTION

E12.1 General

E12.1.1 Further to CW 3310-R18, this Specification covers the mix proportion for all concrete types related to, the construction of Portland Cement Concrete pavements, curbs, gutters, private approaches, bull-noses, median slabs, medians, safety medians and boulevard splash strips, sidewalks and other related concrete works.

E12.2 Referenced Standard Construction Specifications

(a) CW 3310 – Portland Cement Concrete Pavement Works

E12.3 Mix Design

E12.3.1 Further to CW 3310-R18 Table CW 3310.5, the minimum cementitious contents shall be as follows:

- Type 1 - 380 kg/m³
- Type 2 - 360 kg/m³
- Type 3 - 380 kg/m³
- Type 4 - 380 kg/m³
- Type 5 - 340 kg/m³
- Type 6 - 360 kg/m³

E12.4 Requirements

E12.4.1 The Mix Design Statements for all the concrete shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval.

E12.5 Quality Assurance

E12.5.1 The Contract Administrator shall ensure the frequency and number of quality assurance tests in accordance with CW 3310.

E13. TREE REMOVAL

DESCRIPTION

E13.1 Provide all labour, materials, methods, equipment and accessories for the removal of trees.

E13.2 Tree removal is to include the removal and disposal of the trees as shown in the drawings, as well as the root masses associated with the trees.

CONSTRUCTION METHODS

E13.3 To be performed as per Specification CW 3010

MEASUREMENT AND PAYMENT

E13.4 Tree removal will be paid for at the Contract Unit Price for "Tree Removal", measured on a per unit basis, which price shall be payment in full for the completing all operations herein described and all other items incidental to the Work included in this Specification, measured and accepted by the Contract Administrator.

E14. PRUNING OF EXISTING TREES AND SHRUBS

DESCRIPTION

E14.1 Provide all labour, materials, methods, equipment and accessories for pruning of existing trees and shrubs within the limit of Work.

QUALITY ASSURANCE

E14.2 Pruning of trees shall be provided by a person with a Manitoba Arborists Certificate with demonstrable experience sourcing and Work.

E14.3 Contact the City of Winnipeg Forestry Branch at 204-986-2004 to arrange an on site meeting to review trees to be pruned. Meeting to include the Contract Administrator.

PRUNING METHODOLOGY

E14.4 Prune horizontal and vertical within the limits of construction to ensure construction equipment can be operated without interfering with trees to remain.

E14.5 Prune as required to remove dead, broken or damaged limbs.

E14.6 Prune back to healthy growth while maintaining balanced crown shape.

E14.7 Employ clean sharp tools.

E14.8 Make cuts smooth and flush with outer edge of branch collar near the main stem or branch.

E14.9 Cuts must be smooth and sloping to prevent accumulation of water on cut.

E14.10 Do not leave little stumps ("horns") on trunks or main branches.

E14.11 Prune according to accepted horticultural practices as outline in "The Pruning Manual", Publication No. 1505-1977 by Agriculture Canada.

MEASUREMENT AND PAYMENT

E14.12 No payment shall be made for pruning of existing trees. Pruning of existing trees shall be considered incidental to the Work.

E15. SUPPLY AND INSTALLATION OF NEW BOLLARDS

DESCRIPTION

- E15.1 Provide all labour, materials, methods, equipment and accessories for the supply and installation of new bollards.

REFERENCES

- E15.2 Canadian Standards Association (CSA International)
- (a) CSA O141 Softwood Lumber.
 - (b) CSA O80, Wood Preservation.
 - (c) CSA O80.20, fire-retardant treatment of lumber by pressure processes.
- E15.3 Referenced Standard Details: SCD-105B Post Bollard. See Appendix 'A'

MATERIALS

- E15.4 Post Bollard
- (a) Pressure treated timber c/w sloped top to City of Winnipeg detail SCD-105B.
 - (b) Material to be rough pressure treated wood, Alkaline Copper Quaternary (ACQ), moisture content 19% or less in accordance with following standards: CAN/CSA-O141; NLGA Standard Grading Rules for Canadian Lumber; Forest Stewardship Council (FSC) certified.
 - (c) Preservative for above ground use: to CSA-O80 Series, ACQ-C treatment, clear finish. Minimum net retention: 4.0 kg/m³.
 - (d) Preservative for ground contact: to CSA-O80 Series, ACQ-C treatment, clear finish. Minimum net retention: 6.4 kg/m³.

CONSTRUCTION METHODS

- E15.5 Review and confirm bollard locations and orientation with Contract Administrator prior to installation.
- E15.6 Install new bollards to specifications detailed in SCD-105B.
- E15.7 The grade of the bollards must be averaged over irregularities in the grade on site in order to ensure a smooth and uniform grade between each bollard.
- E15.8 Set bollards vertically and ensure they are plumb. Backfill with limestone in lifts and thoroughly tamp limestone between each lift.
- E15.9 Construct all Work as indicated on the Drawings using adequate fastening methods to ensure solid durable finished Work suitable for the purpose intended.
- E15.10 Re-treat pressure treated wood surfaces exposed by cutting, trimming or boring with liberal brush application of clear preservative and fire retardant before installation. Ensure that damaged areas such as abrasions, nail and spike holes are thoroughly saturated with field treatment solutions as per CSA-O80 and CSA-O80.20.
- E15.11 Handle and use treated and stained wood in a manner which will avoid damage or field fabrication causing alteration in original treatment.

MEASUREMENT AND PAYMENT

- E15.12 New Post Bollards supplied and installed will be measured on a unit basis and paid for at the Contract Unit Price per unit as "Supply and Install New Post Bollard" in accordance with this specification and accepted by the Contract Administrator.

E16. REMOVAL OF EXISTING WOODEN BOLLARDS

DESCRIPTION

E16.1 Provide all labour, materials, methods, equipment and accessories for the Removal of Existing Wooden Post Bollards.

CONSTRUCTION METHODS

E16.2 Review and confirm post bollard locations and orientation with Contract Administrator prior to removal.

E16.3 Remove and dispose of existing wooden post bollards.

E16.4 Backfill post holes to be flush with surrounding grade.

MEASUREMENT AND PAYMENT

E16.5 Basis of Payment shall be as follows:

- (a) Post Bollards will be measured on a unit basis and paid for at the Contract Unit Price per unit as "Remove Post Bollard" in accordance with this specification and accepted by the Contract Administrator.

E17. SUPPLY AND INSTALLATION OF REMOVABLE STEEL BOLLARDS

DESCRIPTION

E17.1 Provide all labour, materials, methods, equipment and accessories for the supply and installation of removable steel bollards.

MATERIALS

E17.2 The specific concrete requirements shall be:

- (a) Sulphate resistant, Type 50 Cement;
- (b) 28 day compressive strength of 30 Mpa;
- (c) Maximum aggregate size of 20 mm, nominal;
- (d) Slump 80 +/- 20 mm;
- (e) Maximum water/cement ratio 0.49.

CONSTRUCTION METHODS

E17.3 As per:

- (a) SCD-105C Removable Steel Bollard. See Appendix 'A'

MEASUREMENT AND PAYMENT

E17.4 Removable Steel Bollards will be measured on a unit basis and paid for at the Contract Unit Price per unit as "Install Removable Steel Bollard" in accordance with this specification and accepted by the Contract Administrator.

E18. SALVAGE AND REINSTALLATION OF EXISTING BOLLARDS

DESCRIPTION

E18.1 Provide all labour, materials, methods, equipment and accessories for the removal, salvage and reinstallation of existing bollards.

REFERENCES

- E18.1.1 Referenced Standard Details:
- (a) SCD-105B Post Bollard. See Appendix 'A'
 - (b) SCD-105D Trail Bollard. See Appendix 'A'
 - (c) SCD-105G Post and Chain Fencing. See Appendix 'A'

CONSTRUCTION METHODS

- E18.2 Remove and salvage bollards without damaging them, as shown in the drawings or directed by the Contract Administrator. Any bollards that are damaged, lost or stolen must be replaced by the Contractor at their own expense.
- E18.3 Review and confirm bollard locations and orientation with Contract Administrator prior to installation.
- E18.4 Install bollards to specifications detailed in SCD-105B, SCD-105D and SCD-105G as required.
- E18.5 The grade of the bollards must be averaged over irregularities in the grade on site in order to ensure a smooth and uniform grade between each bollard.
- E18.6 Set bollards vertically and ensure they are plumb. Backfill with limestone in lifts and thoroughly tamp limestone between each lift.
- E18.7 Construct all Work as indicated on the Drawings using adequate fastening methods to ensure solid durable finished work suitable for the purpose intended.
- E18.8 Install chain to specifications detailed in SCD-105G.
- E18.9 Re-treat pressure treated wood surfaces exposed by cutting, trimming or boring with liberal brush application of clear preservative and fire retardant before installation. Ensure that damaged areas such as abrasions, nail and spike holes are thoroughly saturated with field treatment solutions as per CSA-O80 and CSA-O80.20.
- E18.10 Handle and use treated and stained wood in a manner which will avoid damage or field fabrication causing alteration in original treatment.

MEASUREMENT AND PAYMENT

- E18.11 Basis of Payment shall be as follows:
- (a) Existing Post Bollards salvaged and reinstalled will be measured on a unit basis and paid for at the Contract Unit Price per unit as "Salvage and Reinstall Existing Post Bollards" in accordance with this specification and accepted by the Contract Administrator.
 - (b) Existing Trail Bollards salvaged and reinstalled will be measured on a unit basis and paid for at the Contract Unit Price per unit as "Salvage and Reinstall Existing Trail Bollards" in accordance with this specification and accepted by the Contract Administrator.
 - (c) Existing Post Bollards and Chain salvaged and reinstalled will be measured on a unit basis and paid for at the Contract Unit Price per unit as "Salvage and Reinstall Existing Post Bollards and Chain" in accordance with this specification and accepted by the Contract Administrator.

E19. REMOVE AND DISPOSE EXISTING BARRIER POST AND RAIL

DESCRIPTION

- E19.1 Further to CW 3650-R6, this specification shall cover the Work required for removal and disposal of existing barrier post and guard rail.

CONSTRUCTION METHODS

E19.2 Review and confirm the limit at which the barrier rail will be cut for removal along with the barrier posts required for removal within this section.

E19.3 Remove and dispose of existing barrier post and rail.

E19.4 Backfill post holes to be flush with surrounding grade.

MEASUREMENT AND PAYMENT

E19.5 Basis of Payment shall be as follows:

- (a) The Removal of Existing Barrier Post will be measured on a unit basis and paid for at the Contract Unit Price per unit as "Remove Existing Barrier Posts" in accordance with this specification and accepted by the Contract Administrator.
- (b) The Removal of Existing Barrier Rail will be measured on a length basis and paid for at the Contract Unit Price per meter as "Remove Existing Barrier Rail" as accepted and measured by the Contract Administrator.

E20. CONTAMINATED SOIL EXCAVATION

DESCRIPTION

E20.1 Further to CW 3110, this specification covers excavation of contaminated soil and other related works.

CONSTRUCTION METHODS

E20.2 Excavation;

- (a) The Contractor shall excavate in-situ material to the depth to accommodate the pavement structure as shown on the Drawings or as directed by the Contract Administrator.
- (b) The Contractor shall dispose excess material at a certified Class 1 Landfill or at a location approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

E20.3 Excavation of Contaminated Soil will be measured on a cubic meter basis and paid for at the Contract Unit Price per cubic meter for "Contaminated Soil Excavation". The volume to be paid for will be the total cubic meters of contaminated soil excavated in accordance with this Specification, accepted and measured by the Contract Administrator.

E21. SALVAGE AND RELOCATE CHAIN LINK FENCE

DESCRIPTION

E21.1 In reference to CW 3550-R3, this specification shall cover the Work required for the Salvage and Relocation of the Existing Chain Link Fence.

CONSTRUCTION METHODS

E21.2 Contractor to remove and salvage chain link fabric, top and bottom rails, fittings and accessories.

E21.3 Any materials damaged during removal, lost or stolen must be replaced by the Contractor at their own expense.

E21.4 Contractor to remove and dispose of terminal and line posts marked out by the Contract Administrator.

E21.5 Contractor shall remove all concrete piles and backfill holes to grade, using an acceptable fill as approved by the Contract Administrator.

E21.6 New terminal and line posts to be installed with concrete piles in accordance to CW 3550-R3.

E21.7 Install salvaged chain link fabric, top and bottom rails, fittings and accessories to the new line and terminal posts as per CW 3550-R3.

MEASUREMENT AND PAYMENT

E21.8 The Salvage and Relocation of Existing Chain Link Fence will be measured on a length basis and paid for at the Contract Unit Price per lineal meter for "Salvage and Relocate Chain Link Fence". The length to be paid for will be the total number of lineal meters of chain link fence measured as specified herein, which price shall be payment in full for salvaging all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.

E22. SALVAGE AND RE-INSTALL LOCKING CHAIN LINK GATE

DESCRIPTION

E22.1 Further to CW 3550-R3, this specification covers the Re-Installation of Existing Locking Chain Link Gate.

CONSTRUCTION METHODS

E22.2 De-energize power for gate lighting and disconnect electrical. Relocate conduit and cable to new gate location.

E22.3 Disassemble gate from the terminal posts without damaging material.

E22.4 Re-Install gate onto new terminal posts on new fence alignment.

MEASUREMENT AND PAYMENT

E22.5 The Salvage and Relocation of Existing Chain Link Fence will be measured on a unit basis and paid for at the Contract Unit Price per gate for "Install Locking Chain Link Gate". The number to be paid for will be the total number of gates installed as specified herein, which price shall be payment in full for salvaging all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.

E23. REMOVE WOOD FENCING

DESCRIPTION

E23.1 This specification shall cover the removal of wood fencing.

CONSTRUCTION METHODS

E23.2 Remove and dispose of wood fencing without damaging the post bollards.

MEASUREMENT AND PAYMENT

E23.3 The removal of wood fencing will be measured on a length basis and paid for at the Contract Unit Price per metre for "Remove Wood Fencing". The length to be paid for will be the total number of metres of wood fencing salvaged and installed in accordance with this specification, accepted and measured by the Contract Administrator.

E24. TREE STUMP GRINDING

DESCRIPTION

E24.1 This Specification shall cover the grinding of existing tree stumps as directed by the Contract Administrator. 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. This Specification supplements CW 3010.

CONSTRUCTION METHODS

- E24.2 The Contractor shall grind tree stumps identified by the Contract Administrator.
- E24.3 The Contractor shall grind tree stumps to a minimum depth of 300mm below the finished grade of the concrete sidewalk or boulevard. Finished grade shall be determined by the Contract Administrator.
- E24.4 The Contractor shall remove and/or dispose of all material resulting from the Work immediately by removing to a landfill site.

MEASUREMENT AND PAYMENT

- E24.5 The grinding of tree stumps will be measured on a unit basis and paid for at the Contract Unit Price per tree stump for "Tree Stump Grinding". The number to be paid for will be the total number of trees stumps that are ground and disposed of in accordance with this Specification, accepted and measured by the Contract Administrator.