



**THE CITY OF WINNIPEG**

# **TENDER**

**TENDER NO. 2-2024**

**2024 LOCAL STREET RENEWAL PROGRAM – PANET ROAD AND VARIOUS  
OTHER LOCATIONS**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form G1: Bid Bond and Agreement to Bond

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	3
B10. Prices	4
B11. Disclosure	4
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	7
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	8
B18. Evaluation of Bids	8
B19. Award of Contract	9

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Form of Contract Documents	1
D3. Scope of Work	1
D4. Site Investigation Due Diligence and Risk	3
D5. Definitions	4
D6. Contract Administrator	4
D7. Contractor's Supervisor	4
D8. Accessible Customer Service Requirements	4
D9. Unfair Labour Practices	5
D10. Furnishing of Documents	5

#### Submissions

D11. Authority to Carry on Business	5
D12. Safe Work Plan	6
D13. Insurance	6
D14. Contract Security	6
D15. Subcontractor List	7
D16. Detailed Work Schedule	7
D17. Requirements for Site Accessibility Plan	8
D18. Construction Method Statement for Construction Over 900 Feedermain	9

#### Schedule of Work

D19. Commencement	9
D20. Working Days	9
D21. Restricted Work Hours	10

D22. Work By Others	10
D23. Sequence of Work	10
D24. Critical Stages	11
D25. Substantial Performance	11
D26. Total Performance	11
D27. Liquidated Damages	12
D28. Supply Chain Disruption Schedule Delays	12
D29. Scheduled Maintenance	13
<b>Control of Work</b>	
D30. Job Meetings	13
D31. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	13
D32. The Workplace Safety and Health Act (Manitoba) – Qualifications	13
<b>Measurement and Payment</b>	
D33. Payment	13
D34. Fuel Price Adjustment	13
<b>Warranty</b>	
D35. Warranty	14
<b>Dispute Resolution</b>	
D36. Dispute Resolution	15
<b>Indemnity</b>	
D37. Indemnity	15
<b>Third Party Agreements</b>	
D38. Funding and/or Contribution Agreement Obligations	16
Form H1: Performance Bond	19
Form H2: Labour and Material Payment Bond	21
Form J: Subcontractor List	23
<b>PART E - SPECIFICATIONS</b>	
<b>General</b>	
E1. Applicable Specifications and Drawings	1
E2. Mobilization and Demobilization Payment	3
E3. Geotechnical Report	4
E4. Protection Of Existing Trees and Boulevards	4
E5. Traffic Control	5
E6. Traffic Management	6
E7. Refuse and Recycling Collection	8
E8. Water Obtained From the City	9
E9. Surface Restorations	9
E10. Infrastructure Signs	9
E11. Soft Excavation to Expose Underground Utilities	9
E12. Pruning of Existing Trees and Shrubs	10
E13. Tree Stump Grinding	10
E14. Tree Removal	11
E15. Existing Manhole Repairs	11
E16. Supply and Installation of MMA Marking with Anti-Skid	11
E17. Portland Cement Concrete Sidewalk With Block Outs For Indicator Surfaces	12
E18. Paving Stones for Indicator Surfaces	13
E19. Construction of Asphalt Pavement Type MS1	14
E20. Mix Design Proportion	14
E21. Roadworks in Close Proximity to a Feedermain	15
<b>Appendix 'A' – Geotechnical Report</b>	
<b>Appendix 'B' – MMAX Area Markings Application Instructions</b>	
<b>Appendix 'C' – MMAX Area Markings Specification</b>	
<b>Appendix 'D' – Temporary Traffic Control Signage Drawings</b>	

## **Appendix 'E' – Asphalt Pavement Works**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2024 Local Street Renewal Program – Panet Road and Various Other Locations

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 9, 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](http://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](http://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.

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);
- (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 B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 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.
- B13.7 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/eBidsecurity.pdf>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
  - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

#### **B15. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B15.1 Bids will not be opened publicly.
- B15.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://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](http://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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2024 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B19.4 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D38 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.5 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of 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](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) Concrete Pavement Rehabilitation and Associated Works
  - (i) Furby Street from Notre Dame Avenue to McDermot Avenue
  - (ii) Furby Street from Bannatyne Avenue to William Avenue
  - (iii) Golspie Street from Watt Street to Munroe Avenue
  - (iv) Lismore Avenue from King Edward Street to Oddy Street
  - (v) Mount Auburn Bay from Garton Avenue to Garton Avenue
  - (vi) Panet Road (service road) from Nairn Avenue to North Limit
  - (vii) Panet Road from Nairn Avenue to 90 Meters South
  - (viii) Pritchard Avenue from Chudley Street to Railway Street
- (b) Thin Bituminous Overlay and Associated Works
  - (i) Gunnell Street from Alexander Avenue to Logan Avenue
  - (ii) Mount Auburn Bay from Garton Avenue to Garton Avenue
- (c) Concrete Sidewalk Renewal and Associated Works
  - (i) Dorset Street & Tyndall Avenue from Burrows Avenue to Chudley Street
- (d) New Multi-Use Asphalt Pathway and Associated Works
  - (i) Panet Road & Talbot Avenue from McCalman Avenue to North Limit
- (e) Sewer Repairs and Associated Works
  - (i) Furby Street from Notre Dame Avenue to McDermot Avenue
  - (ii) Furby Street from Bannatyne Avenue to William Avenue
  - (iii) Lismore Avenue from King Edward Street to Oddy Street
  - (iv) Mount Auburn Bay from Garton Avenue to Garton Avenue
  - (v) Panet Road (service road) from Nairn Avenue to North Limit
  - (vi) Pritchard Avenue from Chudley Street to Railway Street

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

- (a) Concrete Pavement Rehabilitation and Associated Works
  - (i) Removal of existing asphalt as required;
  - (ii) Renewal of existing concrete sidewalk;
  - (iii) Construction of concrete sidewalk;
  - (iv) Renewal or construction of curb ramps;
  - (v) Installation of detectable warning surface tiles;

- (vi) Removal of existing curb as required;
  - (vii) Removal of existing concrete pavement as required;
  - (viii) Abandoning existing drainage inlets;
  - (ix) Replacement or repair of catch basin leads;
  - (x) Installation of catch pits;
  - (xi) Installation of catch basins;
  - (xii) Connecting pipe to sewer, existing sewer service, or catch basin;
  - (xiii) Full depth concrete repairs of existing slabs and joints;
  - (xiv) Full depth concrete repairs of existing slabs and joints (finished pavement);
  - (xv) Adjustment of existing pavement and boulevard structures;
  - (xvi) Renewal of existing curb as required;
  - (xvii) Construction of barrier curb;
  - (xviii) Construction of modified barrier curb;
  - (xix) Boulevard grading;
  - (xx) Placement of suitable fill;
  - (xxi) Placement and compaction of topsoil;
  - (xxii) Installation of pavement repair fabric (Type B);
  - (xxiii) Placement of main line asphalt pavement (Type 1A);
  - (xxiv) Placement of asphalt pavement at tie-ins and approaches (Type 1A);
  - (xxv) Placement of sod; and
  - (xxvi) Construction of MMA markings.
- (b) Thin Bituminous Overlay and Associated Works
- (i) Removal of existing asphalt as required;
  - (ii) Full depth concrete repairs of existing joints;
  - (iii) Adjustment of existing pavement and boulevard structures;
  - (iv) Renewal of existing curb as required;
  - (v) Boulevard grading;
  - (vi) Placement and compaction of topsoil;
  - (vii) Installation of pavement repair fabric (Type B);
  - (viii) Placement of main line asphalt pavement (Type 1A);
  - (ix) Placement of asphalt pavement at tie-ins and approaches (Type 1A); and
  - (x) Placement of sod.
- (c) Concrete Sidewalk Renewal and Associated Works
- (i) Renewal of existing concrete sidewalk;
  - (ii) Renewal or construction of curb ramps;
  - (iii) Installation of detectable warning surface tiles;
  - (iv) Renewal of existing curb as required;
  - (v) Construction of modified barrier curb;
  - (vi) Boulevard grading;
  - (vii) Placement and compaction of topsoil;
  - (viii) Asphalt patching; and
  - (ix) Placement of sod.
- (d) New Multi-Use Asphalt Pathway and Associated Works
- (i) Removal of existing asphalt as required;
  - (ii) Removal of existing concrete pavement as required;
  - (iii) Removal of existing curb as required;
  - (iv) Removal of existing concrete sidewalk as required;



- (v) Removal of existing concrete bullnose as required;
  - (vi) Removal of existing tree;
  - (vii) Relocation of existing hydrant;
  - (viii) Excavation;
  - (ix) Compaction of existing sub-grade;
  - (x) Installation of geotextile fabric;
  - (xi) Placement and compaction of sub-base material;
  - (xii) Installation of geogrid;
  - (xiii) Placement and compaction of base course material;
  - (xiv) Renewal or construction of barrier curb;
  - (xv) Construction of concrete monolithic bullnose;
  - (xvi) Construction of concrete monolithic splash strip;
  - (xvii) Construction of concrete monolithic curb and sidewalk;
  - (xviii) Construction of concrete monolithic curb and sidewalk with block outs;
  - (xix) Renewal of concrete monolithic curb and sidewalk;
  - (xx) Renewal of existing concrete sidewalk;
  - (xxi) Renewal or construction of curb ramps;
  - (xxii) Installation of detectable warning surface tiles;
  - (xxiii) Placement of main line asphalt pavement (Type 1A);
  - (xxiv) Boulevard grading;
  - (xxv) Placement and compaction of topsoil; and
  - (xxvi) Placement of sod.
- (e) Sewer Repairs and Associated Works
- (i) Patching of existing manholes;
  - (ii) Repair of existing manhole benching; and
  - (iii) Replacement of existing pre-cast concrete risers.

#### **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:

Erik Hansen, C.E.T.  
Technologist III

Telephone No. 204-918-4367

Email Address EHansen@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> 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. FURNISHING OF DOCUMENTS**

- D10.1 Upon award of the Contract, the Contractor will be provided with ‘issued for construction’ Contract Documents electronically, including Drawings in PDF format only.

## **SUBMISSIONS**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

- D11.1 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.

## **D12. SAFE WORK PLAN**

- D12.1 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.
- D12.2 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>
- D12.3 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.

## **D13. INSURANCE**

- D13.1 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.
- D13.2 Deductibles shall be borne by the Contractor.
- D13.3 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.
- D13.4 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.

## **D14. CONTRACT SECURITY**

- D14.1 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.

- D14.1.1 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 D14.1(b).
- D14.1.2 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.
- D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D14.2 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.
- D14.3 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 D14.1(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.

## **D15. SUBCONTRACTOR LIST**

- D15.1 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.

## **D16. DETAILED WORK SCHEDULE**

- D16.1 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.

- D16.2 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;
- all acceptable to the Contract Administrator.
- D16.3 Further to D16.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D16.4 Further to D16.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

## **D17. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN**

- D17.1 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.
- D17.2 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.
- D17.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D17.4 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
- D17.5 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.
- D17.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D17.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

- D17.8 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.

#### **D18. CONSTRUCTION METHOD STATEMENT FOR CONSTRUCTION OVER 900 FEEDERMAIN**

- D18.1 The Contractor shall provide the Contract Administrator with a construction method statement and it shall be approved by the Water and Waste Department prior to any Work commencing on Panet Road & Talbot Avenue from McCalman Avenue to North Limit. For further information refer to: E21 ROADWORKS IN CLOSE PROXIMITY TO A FEEDERMAIN.

### **SCHEDULE OF WORK**

#### **D19. COMMENCEMENT**

- D19.1 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.
- D19.2 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 D11;
    - (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 D12;
    - (v) evidence of the insurance specified in D13;
    - (vi) the contract security specified in D14;
    - (vii) the subcontractor list specified in D15;
    - (viii) the detailed work schedule specified in D16;
    - (ix) the Requirements for Site Accessibility Plan specified in D17;
    - (x) the direct deposit application form specified in D33; and
    - (xi) the Construction Method Statement for Construction over 900 Feedermain specified in D18.
  - (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.
- D19.3 The Contractor shall not commence the Work on the Site before May 13, 2024, and shall commence the Work on Site no later than May 21, 2024, as directed by the Contract Administrator and weather permitting.

- D19.4 The City intends to award this Contract by May 10, 2024

#### **D20. WORKING DAYS**

- D20.1 Further to C1.1(tt);
- D20.1.1 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.

- D20.1.2 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.
- D20.1.3 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.
- D20.1.4 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.

## **D21. RESTRICTED WORK HOURS**

- D21.1 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.
- D21.2 The following work hour restrictions shall also apply:
- (a) Peak traffic hour restrictions on Talbot Avenue between 0700 hours to 0900 hours and between 1500 hours and 1800 hours.

## **D22. WORK BY OTHERS**

- D22.1 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.
- D22.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) City of Winnipeg Geomatics Branch – various Works on survey monuments;
  - (b) City of Winnipeg Traffic Services – line painting;
  - (c) Winnipeg Parking Authority – removal and replacement of existing parking meters; and
  - (d) Manitoba Hydro – street lighting related Works on Talbot Avenue.
- D22.3 Further to D22.1 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 D22.2 or additional parties, in their construction schedule as per D16 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

## **D23. SEQUENCE OF WORK**

- D23.1 Further to C6.1, the sequence of work shall comply with the following:
- D23.1.1 Providing that the Work on each street 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) streets under construction at any one time. Completion of a street means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.



- D23.1.2 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 streets under construction at any time.
- D23.1.3 The Contractor will not be permitted to plane the road surface, and then open to traffic without approval by the Contract Administrator. Planing is limited to lanes under construction or as approved by the Contract Administrator.
- D23.1.4 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.
- D23.1.5 Immediately following the completion of asphaltic concrete Works, the Contractor shall clean up the site and remove all plant, surplus material, waste and debris, other than that left behind by the city or other Contractors.

## **D24. CRITICAL STAGES**

- D24.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Furby Street (both segments) – The Contractor shall not commence the Work on site before July 1, 2024, and shall complete all of the Work on site specified in D3.2(a) no later than September 2, 2024.
- D24.2 When the Contractor considers the Work associated with D24.1 to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. 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.
- D24.3 The date on which the Work associated with D24.1 has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of the Work specified in D24.1 has been achieved.

## **D25. SUBSTANTIAL PERFORMANCE**

- D25.1 The Contractor shall achieve Substantial Performance within seventy five (75) consecutive Working Days of the commencement of the Work as specified in D19.
- 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 eighty (80) consecutive Working Days of the commencement of the Work as specified in D19.
- 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 Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Critical Stage - Furby Street – Three thousand dollars (\$3000.00);
- (b) Substantial Performance – Three thousand five hundred dollars (\$3500.00);
- (c) Total Performance – One thousand dollars (\$1000.00).

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 critical stages, 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.

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 D21 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; and
  - (b) Reflective crack maintenance as specified in CW 3250-R7.
- D29.2 Determination of Critical Stages, 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](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 except for the portions of the Contract identified below;
  - (b) The Fuel Factor will not apply to L.1 to L.15 identified on Form B: Prices related to Water & Waste Work.

## WARRANTY

### D35. WARRANTY

- D35.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- 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:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D35.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

## 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 D13, 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 D13, 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 D13.3, 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 D14)

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. 2-2024

2024 Local Street Renewal Program – Panet Road and Various Other Locations  
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 D14)

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. 2-2024

2024 Local Street Renewal Program – Panet Road and Various Other Locations

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 D15)

2024 Local Street Renewal Program – Panet Road and Various Other Locations

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
<b>SURFACE WORKS:</b>		
<b><u>Supply of Materials:</u></b>		
Geotextile Fabric		
Geogrid		
Sub-Base Material		
Base Course Material		
Concrete		
Asphalt		
Pavement Repair Fabric		
Topsoil and Sod		
Detectable Warning Surface Tiles		
Paving Stones for Indicator Surfaces		
MMA Marking		
<b><u>Installation and Placement:</u></b>		
Geotextile Fabric		
Geogrid		
Sub-Base Material		
Base Course Material		
Concrete		
Asphalt		
Pavement Repair Fabric		
Topsoil and Sod		
Detectable Warning Surface Tiles		
Paving Stones for Indicator Surfaces		
MMA Marking		



## 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-24-51	Dorset Street & Tyndall Avenue from Burrows Avenue to Chudley Street – Sta. 1+00 to 2+20	A1
SE-24-52	Dorset Street & Tyndall Avenue from Burrows Avenue to Chudley Street – Sta. 2+20 to 3+40	A1
SE-24-53	Dorset Street & Tyndall Avenue from Burrows Avenue to Chudley Street – Sta. 3+40 to 4+60	A1
SE-24-54	Dorset Street & Tyndall Avenue from Burrows Avenue to Chudley Street – Sta. 4+60 to 5+80	A1
SE-24-55	Dorset Street & Tyndall Avenue from Burrows Avenue to Chudley Street – Sta. 5+80 to 7+00	A1
SE-24-56	Dorset Street & Tyndall Avenue from Burrows Avenue to Chudley Street – Sta. 7+00 to 7+75	A1
SE-24-57	Furby Street from Notre Dame Avenue to McDermot Avenue – Sta. 1+00 to 1+75	A1
SE-24-58	Furby Street from Notre Dame Avenue to McDermot Avenue – Sta. 1+75 to 2+55	A1
SE-24-59	Furby Street from Bannatyne Avenue to William Avenue – Sta. 1+00 to 2+08	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
SE-24-60	Golspie Street from Watt Street to Munroe Avenue – Sta. 1+00 to 1+80	A1
SE-24-61	Golspie Street from Watt Street to Munroe Avenue – Sta. 1+80 to 2+60	A1
SE-24-62	Gunnell Street from Alexander Avenue to Logan Avenue	A1
SE-24-63	Lismore Avenue from King Edward Street to Oddy Street – Sta. 1+00 to 1+80	A1
SE-24-64	Lismore Avenue from King Edward Street to Oddy Street – Sta. 1+80 to 2+55	A1
SE-24-65	Mount Auburn Bay from Garton Avenue to Garton Avenue – Sta. 1+00 to 1+90	A1
SE-24-66	Mount Auburn Bay from Garton Avenue to Garton Avenue – Sta. 1+90 to 2+70	A1
SE-24-67	Mount Auburn Bay from Garton Avenue to Garton Avenue – Sta. 2+70 to 3+45	A1
SE-24-68	Mount Auburn Bay from Garton Avenue to Garton Avenue – Sta. 3+45 to 4+65	A1
SE-24-69	Mount Auburn Bay from Garton Avenue to Garton Avenue – Sta. 4+65 to 5+30	A1
SE-24-70	Panet Road (service road) from Nairn Avenue to North Limit – Sta. 1+00 to 1+90	A1
SE-24-71	Panet Road (service road) from Nairn Avenue to North Limit – Sta. 1+90 to 3+10	A1
SE-24-72	Panet Road (service road) from Nairn Avenue to North Limit – Sta. 3+10 to 4+35	A1
SE-24-73	Panet Road (service road) from Nairn Avenue to North Limit – Sta. 4+35 to 5+45	A1
SE-24-74	Panet Road (service road) from Nairn Avenue to North Limit – Sta. 5+45 to 6+31	A1
SE-24-75	Panet Road (service road) from Nairn Avenue to North Limit	A1
SE-24-76	Pritchard Avenue from Chudley Street to Railway Street – Sta. 1+00 to 2+20	A1
SE-24-77	Pritchard Avenue from Chudley Street to Railway Street – Sta. 2+20 to 3+45	A1
SE-24-78	Pritchard Avenue from Chudley Street to Railway Street – Sta. 3+45 to 4+60	A1



<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
SE-24-79	Pritchard Avenue from Chudley Street to Railway Street – Sta. 4+60 to 5+80	A1
SE-24-80	Pritchard Avenue from Chudley Street to Railway Street – Sta. 5+80 to 7+00	A1
SE-24-81	Pritchard Avenue from Chudley Street to Railway Street – Sta. 7+00 to 7+95	A1
SE-24-103	Panet Road from Narin Avenue to 90m South	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 D17 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. GEOTECHNICAL REPORT

- E3.1 Further to C3.1, the geotechnical report is provided to aid the Contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix 'A'.

## E4. PROTECTION OF EXISTING TREES AND BOULEVARDS

- E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 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.

- E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or their designate.
- E4.3 No separate measurement or payment will be made for the protection of trees.
- E4.4 Except as required in E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.
- E4.5 ¾ inch plywood sheeting is required for boulevard protection when crossing or driving on the boulevard as approved by the Contract Administrator.

## **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.
  - (e) The Temporary Traffic Control Signage Drawings are contained in Appendix 'D'.
- 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 The Contractor shall schedule construction activities to meet the following:

- (a) Dorset Street & Tyndall Avenue from Burrows Avenue to Chudley Street:
  - (i) A minimum of two lanes for local access two-way traffic shall be maintained along this street during construction;
  - (ii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
- (b) Furby Street from Notre Dame Avenue to McDermot Avenue:
  - (i) Maintain one lane of one-way traffic (Southbound) during Northbound construction;
  - (ii) Maintain one lane of one-way traffic (Northbound) during Southbound construction;
  - (iii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
- (c) Furby Street from Bannatyne Avenue to William Avenue:
  - (i) Maintain one lane of one-way traffic (Southbound) during Northbound construction;
  - (ii) Maintain one lane of one-way traffic (Northbound) during Southbound construction;
  - (iii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
- (d) Golspie Street from Watt Street to Munroe Avenue:
  - (i) Maintain one lane of one-way traffic (Southbound) during Northbound construction;
  - (ii) Maintain one lane of one-way traffic (Northbound) during Southbound construction;
  - (iii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
- (e) Gunnell Street from Alexander Avenue to Logan Avenue:
  - (i) Maintain one lane of one-way traffic (Southbound) during Northbound construction;
  - (ii) Maintain one lane of one-way traffic (Northbound) during Southbound construction;
  - (iii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
- (f) Lismore Avenue from King Edward Street to Oddy Street:
  - (i) Maintain one lane of one-way traffic (Westbound) during Eastbound construction;

- (ii) Maintain one lane of one-way traffic (Eastbound) during Westbound construction;
    - (iii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
  - (g) Mount Auburn Bay from Garton Avenue to Garton Avenue:
    - (i) A minimum of one lane for local access one-way traffic shall be maintained along this street during construction;
    - (ii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
  - (h) Panet Road (service road) from back lane at Sta. 2+30 to Nairn Avenue:
    - (i) Maintain one lane of one-way traffic (Southbound) at all times during Northbound and Southbound construction, Northbound lane must be constructed first;
    - (ii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
  - (i) Panet Road (service road) from back lane at Sta. 2+30 to North Limit:
    - (i) Maintain one lane of one-way traffic (Southbound) during Northbound construction;
    - (ii) Maintain one lane of one-way traffic (Northbound) during Southbound construction;
    - (iii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
  - (j) Talbot Avenue from McCalman Avenue to Panet Road:
    - (i) Maintain one lane of one-way traffic (Westbound) during Eastbound construction within non-peak hours only;
    - (ii) All lanes must be restored and opened daily, including on weekends for peak hour traffic;
    - (iii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
  - (k) Pritchard Avenue from Chudley Street to Railway Street:
    - (i) Maintain one lane of one-way traffic (Westbound) during Eastbound construction;
    - (ii) Maintain one lane of one-way traffic (Eastbound) during Westbound construction;
    - (iii) Intersecting streets, back lanes, and private approach access shall be maintained at all times.
- E6.1.2 The Temporary Traffic Control Signage Drawings are contained in Appendix 'D'.
- E6.1.3 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.
- E6.1.4 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.
- E6.1.5 Intersecting local streets, median openings and private approach accesses shall be maintained at all times unless joint/slab repairs or planing/paving operations require temporary closure. Temporary closures are to be staggered such that consecutive intersections are not closed at the same time. Traffic on intersecting regional/collector streets shall be maintained at all times unless planing/paving operations require temporary complete closures. Temporary complete closures shall be no longer than 10 minutes during asphalt planing/paving operations and shall be completed during off peak hours.

E6.1.6 Flag persons may be necessary to maintain the flow of traffic during certain work operations. No additional payment will be made for the use of flag persons.

## **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 refuse and/or recycling collection the Contractor shall return refuse and/or recycling receptacles to the addresses marked on the receptacles.

E7.2 Collection Schedule:

### **Dorset Street & Tyndall Avenue from Burrows Avenue to Chudley Street**

*Collection Day(s):* **Tuesday, Wednesday, Friday**  
*Collection Time:* **7:00 a.m**  
*Common Collection Area:* **Parking lot/back lane collection**

### **Furby Street from Notre Dame Avenue to William Avenue.**

*Collection Day(s):* **Tuesday, Friday**  
*Collection Time:* **7:00 a.m.**  
*Common Collection Area:* **Parking lot/back lane collection**

### **Gunnell Street from Alexander Avenue to Logan Avenue.**

*Collection Day(s):* **Thursday**  
*Collection Time:* **7:00 a.m.**  
*Common Collection Area:* **Front street collection**

### **Lismore Avenue from King Edward Street to Oddy Street.**

*Collection Day(s):* **Friday**  
*Collection Time:* **7:00 a.m.**  
*Common Collection Area:* **Back lane collection**

### **Mount Auburn Bay from Garton Avenue to Garton Avenue.**

*Collection Day(s):* **Wednesday**  
*Collection Time:* **7:00 a.m.**  
*Common Collection Area:* **Front street collection**

### **Pritchard Avenue from Chudley Street to Railway Street.**

*Collection Day(s):* **Wednesday**  
*Collection Time:* **7:00 a.m.**  
*Common Collection Area:* **Back lane collection**

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

## **E8. WATER OBTAINED FROM THE CITY**

- E8.1 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.

## **E9. SURFACE RESTORATIONS**

- E9.1 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.

## **E10. INFRASTRUCTURE SIGNS**

- E10.1 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

## **E11. SOFT EXCAVATION TO EXPOSE UNDERGROUND UTILITIES**

### DESCRIPTION

- E11.1 This Specification covers the soft excavation to expose underground utilities to determine the depth of the underground utility and whether it will interfere with installation of proposed Works on site.
- E11.2 These underground utilities include, but are not limited to, City of Winnipeg Traffic Signal cables, Manitoba Hydro cables, Manitoba Hydro gas pipes, MTS cables, existing sewers, and existing watermains.

### MATERIALS

- E11.3 Backfill Material
- (a) Backfill material for backfill of shafts after hydro-excavation has been completed shall consist of sand in accordance with Specification CW 2030.

### CONSTRUCTION METHODS

- E11.4 Prior to commencement of any construction Works adjacent to underground utilities, the Contractor shall use soft digging or hand excavation to expose underground utilities.
- E11.5 Once the elevation of the top of pipe or duct has been determined the resulting excavation shall be backfilled with bedding sand to the elevation of existing ground.

### MEASUREMENT AND PAYMENT

- E11.6 Soft excavation to expose underground utilities will be considered incidental to the Work. No measurement and payment will be made within this section.

## **E12. PRUNING OF EXISTING TREES AND SHRUBS**

### DESCRIPTION

- E12.1 Provide all labour, materials, methods, equipment and accessories for pruning of existing trees and shrubs within the limit of Work.

### QUALITY ASSURANCE

- E12.2 Pruning of trees shall be provided by a person with a Manitoba Arborists Certificate with demonstrable experience sourcing and Work.
- E12.3 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

- E12.4 Prune horizontal and vertical within the limits of construction to ensure construction equipment can be operated without interfering with trees to remain.
- E12.5 Prune as required to remove dead, broken or damaged limbs.
- E12.6 Prune back to healthy growth while maintaining balanced crown shape.
- E12.7 Employ clean sharp tools.
- E12.8 Make cuts smooth and flush with outer edge of branch collar near the main stem or branch.
- E12.9 Cuts must be smooth and sloping to prevent accumulation of water on cut.
- E12.10 Do not leave little stumps ("horns") on trunks or main branches.
- E12.11 Prune according to accepted horticultural practices as outline in "The Pruning Manual", Publication No. 1505-1977 by Agriculture Canada.

### MEASUREMENT AND PAYMENT

- E12.12 No payment shall be made for pruning of existing trees. Pruning of existing trees shall be considered incidental to the Work.

## **E13. TREE STUMP GRINDING**

### DESCRIPTION

- E13.1 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

- E13.2 The Contractor shall grind tree stumps identified by the Contract Administrator.
- E13.3 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.
- E13.4 The Contractor shall remove and/or dispose of all material resulting from the Work immediately by removing to a landfill site.



## MEASUREMENT AND PAYMENT

- E13.5 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.

## E14. TREE REMOVAL

### DESCRIPTION

- E14.1 Provide all labour, materials, methods, equipment and accessories for the removal of trees.
- E14.2 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

- E14.3 To be performed as per Specification CW 3010.

### MEASUREMENT AND PAYMENT

- E14.4 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 completing all operations herein described and all other items incidental to the Work included in this Specification, measured and accepted by the Contract Administrator.

## E15. EXISTING MANHOLE REPAIRS

- E15.1 Patching existing manholes will be constructed in accordance with CW 2130.
- E15.2 Removal and Reinstallation of benching in an existing manhole will be measured on a unit basis and paid for at the Contract Unit Price for "Remove and Replace Benching of Existing Manhole".

## E16. SUPPLY AND INSTALLATION OF MMA MARKING WITH ANTI-SKID

### DESCRIPTION

- E16.1 This specification covers the supply and installation of Methyl Methacrylate Area (MMA) Marking with Anti-Skid in concrete sidewalk for Golspie Street from Watt Street to Munroe Avenue.

### GENERAL

- E16.2 Drawings and Manuals
- (a) Attached Manual; Appendix 'B' – MMAX Area Markings Application Instructions
  - (b) Attached Manual; Appendix 'C' – MMAX Area Markings Specification – Methyl Methacrylate Area Marking with Anti-Skid
- E16.3 Material
- E16.3.1 CycleGrip® MMAX kit – includes CycleGrip® MMAX Resin (**black**), CycleGrip® MMAX Aggregate and Catalyst
- E16.4 Source
- E16.4.1 ENNIS-FLINT

Available from:

## ENNIS-FLINT

Attention: Deryk Upton  
Ph: 604-315-8765  
Email: [dupton@ennisflint.com](mailto:dupton@ennisflint.com)  
Web: [www.ennisflint.com](http://www.ennisflint.com)

### E16.5 Preparation and Installation

E16.5.1 Where the MMA Markings are to be placed, the surface of the concrete sidewalk must be texture grooved to a width of 0.2m and a depth of 1.25mm (min) to 2.5mm (max).

**Note:** The use of grooving equipment with gang stacked diamond cutting blades is required for texturing concrete sidewalk surfaces.

E16.5.2 Prepare the concrete sidewalk surface in accordance with Manufacturer's application instructions and MMAX Area Markings specification as specified in Appendix 'B' and Appendix 'C', attached.

### MEASUREMENT AND PAYMENT

E16.6 Supply and Installation of MMA Marking with Anti-Skid will be measured on a length basis and paid for at the Contract Unit Price per metre for "Supply and Installation of MMA Marking with Anti-Skid". The length to be paid for will be the total number of metres of MMA marking with anti-skid supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

E16.7 Grooving and preparation of concrete sidewalk for MMA marking with anti-skid shall be included in the cost for "Supply and Installation of MMA Marking with Anti-Skid" and no separate measurement and payment will be made.

## E17. PORTLAND CEMENT CONCRETE SIDEWALK WITH BLOCK OUTS FOR INDICATOR SURFACES

### DESCRIPTION

E17.1 This specification shall supplement CW 3325-R5 "Portland Cement Concrete Sidewalks".

### CONSTRUCTION METHODS

E17.2 Add the following to section 9:

E17.2.1 As shown on the drawings and as directed by the Contract Administrator, construct sidewalk with block outs and/or monolithic curb and sidewalk with block outs, to allow for the installation of indicator surfaces.

E17.2.2 Verify dimensions of paving stones (indicator surface) prior to construction of the block-outs. Gaps between paving stones and concrete pavement shall not exceed five (5) millimetres.

E17.2.3 Concrete curbs for monolithic curb and sidewalk with block outs shall be constructed in accordance with CW 3240.

### MEASUREMENT AND PAYMENT

E17.3 Add the following to section 12:

E17.3.1 Construction of concrete sidewalks with block outs for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

### BASIS OF PAYMENT

E17.4 Add the following to section 13:

E17.4.1 Construction of concrete sidewalks with block outs for indicator surfaces will be paid for at the Contract Unit Price per square meter for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this specification.

E17.4.2 Items of Work:

- (a) 100 mm Sidewalk with Block Outs
- (b) 150 mm Sidewalk with Block Outs
- (c) Monolithic Curb and 100 mm Sidewalk with Block Outs\*
- (d) Monolithic Curb and 150 mm Sidewalk with Block Outs\*

\* - reveal height and type

E17.4.3 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

## **E18. PAVING STONES FOR INDICATOR SURFACES**

### DESCRIPTION

E18.1 This specification shall supplement CW 3330-R5 "Installation of Interlocking Paving Stones"

### MATERIALS

E18.2 Add the following to section 5:

E18.2.1 Paving Stones for indicator surfaces shall be as shown on the drawings and specified below:

Barkman Concrete paving stones -  
Charcoal Holland Paver (60mm X 210 mm X 210 mm)  
<https://www.barkmanconcrete.com/>

Endicott Clay Paver(92mm X 57mm X 194mm)- Dark Ironspot  
<https://endicott.com/>

Yankee Hill Brick (92mm X 57mm X 194mm)- Dark Ironspot  
<http://yankeehillbrick.com/>

### CONSTRUCTION METHODS

E18.3 Add the following to section 9.2 "Preparation of Sub-grade, Sub-base and Sand-base":

E18.3.1 Preparation of Sand-Base for Paving Stones in Sidewalk Block Outs.

E18.3.2 Place a 15mm layer of bedding sand in the blocked out sidewalk areas.

E18.3.3 The bedding sand shall be spread and levelled so that the paving stones when installed are 5 mm higher than the finished grade.

E18.3.4 No more sand shall be spread than can be covered in with paving stone on the same day.

E18.3.5 The bedding sand shall not be compacted or disturbed prior to laying the paving stones.

E18.4 Add the following to section 9.3 "Installation of Paving Stones":

E18.4.1 For indicator surface paving stones, commence installation of paving stones against the long edge of the block out to obtain the straightest possible course of installation.

## MEASUREMENT AND PAYMENT

E18.5 Add the following to section 12:

E18.6 Supply and Installation of Paving Stones for Indicator Surfaces

E18.6.1 Paving stones for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

## BASIS OF PAYMENT

E18.7 Add the following to section 13:

E18.7.1 The supply and installation of paving stones for indicator surfaces will be paid for at the Contract Unit Price per square meter for "Paving Stone Indicator Surfaces", measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this specification.

E18.7.2 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

## E19. CONSTRUCTION OF ASPHALT PAVEMENT TYPE MS1

E19.1 See Appendix E

## E20. MIX DESIGN PROPORTION

E20.1 General

E20.1.1 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, safety medians and boulevard splash strips, sidewalks and other concrete Works.

E20.2 Referenced Standard Construction Specifications

E20.2.1 CW 3310 – Portland Cement Concrete Pavement Works

E20.3 Mix Design

E20.3.1 Further to CW 3310-R18 Table CW 3310.5, the minimum cementitious contents shall be as follows:

- Type 1 - 380 kg/m<sup>3</sup>
- Type 2 - 360 kg/m<sup>3</sup>
- Type 3 - 380 kg/m<sup>3</sup>
- Type 4 - 380 kg/m<sup>3</sup>
- Type 5 - 340 kg/m<sup>3</sup>
- Type 6 - 360 kg/m<sup>3</sup>

E20.4 Requirements

E20.4.1 The Mix Design Statements for all the concrete shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval.

E20.5 Quality Assurance

E20.5.1 The Contract Administrator shall ensure the frequency and number of quality assurance tests in accordance with CW 3310.

## **E21. ROADWORKS IN CLOSE PROXIMITY TO A FEEDERMAIN**

### **E21.1 Description**

E21.1.1 This Section details operating constraints for all work to be carried out in close proximity to the 900 Feedermain located on Panet Road. Close proximity shall be deemed to be any construction activity within a 5 m horizontal offset from the centerline of the feeder main.

### **E21.2 Pre-work, Planning and General Execution:**

- (a) No Work shall commence at the site until the construction method statement has been approved, a pre-construction meeting has been held, and the Feedermain location has been clearly delineated in the field by use of paint, staking/flagging, construction fencing, snow fencing, or other suitable methods.
- (b) The Contractor shall ensure that all work crew members understand and observe the requirements of this Specification. Prior to commencement of onsite Work, the Contractor shall jointly conduct an orientation meeting with the Contract Administrator and with all superintendents, foremen, and heavy equipment operators to make all workers on site fully cognizant of the limitation of altered loading on the Feedermain, the ramifications of inadvertent damage to the Feedermain and the constraints associated with Work in close proximity to the Feedermain.
- (c) Prior to any construction, the Feedermain must be exposed by soft dig method so as to confirm the depth and location.
- (d) For traverse crossings of the Feedermain in support of the roadworks activities, designate crossing locations just beyond the construction site and confine equipment crossing the Feedermain at those locations. Reduce equipment speeds to levels that minimize impact loadings.
- (e) For construction Work activities either longitudinally or transverse to the alignment on the Feedermain, work only with equipment and in the manner stipulated in the approved construction method statement and the requirements noted herein.
- (f) Subgrade, subbase, and base course construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing the Feedermain if the grade is insufficient to support the equipment without rutting.
- (g) Granular material, construction material, soil or other material shall not be stockpiled on the Feedermain or within 5 metres of the Feedermain centerline.
- (h) Stage construction such that the Feedermain is not subject to significant asymmetrical loading at any time.
- (i) Where Work is in proximity to the Feedermain, utilize construction practices and procedures that do not impart excessive vibration loads on the Feedermain or that would cause settlement of the subgrade below the Feedermain.

### **E21.3 Demolition and Excavation:**

- (a) Concrete demolition and removal within 3 metres horizontally of the Feedermain shall be completed by saw-cutting and removal, or use of hand-held jackhammers. Use of machine mounted concrete breakers above the Feedermain shall not be permitted.
- (b) Where there is less than 2.5 metres of cover over the Feedermain, offset the excavator or excavation equipment from the Feedermain a minimum of 2.5 metres from the Feedermain centerline to carry out excavation.
- (c) Where there is less than 1.6m of earth cover over the Feedermain and further excavation is required either adjacent to or over the Feedermain, utilize only smooth-edged excavation buckets, soft excavation, or hand excavation techniques.

- (d) Excavated materials intended for reuse shall not be dumped directly on the Feedermain but shall be carefully bladed into place.

**E21.4 Sub-grade Construction:**

- (a) Sub-grade compaction within five (5) metres (horizontal) of a the Feedermain shall be limited to non-vibratory methods only. Small walk behind vibratory packers will be permitted.
- (b) Construction operations shall be staged to minimize the time period between excavation to sub-grade and placement of granular sub-base materials. Should bare sub-grade be left overnight, measures shall be implemented to protect the sub-grade against inadvertent travel over it and minimize the impact of wet weather.
- (c) Sub-grade conditions should be inspected by personnel with competent geotechnical experience (e.g. ability to adequately visually classify soils and competency of sub-grade, sub-base, and base course materials). In the event of encountering unsuitable sub-grade materials above the Feedermain, proposed design revisions shall be submitted to this office for review to obtain approval from the Water and Waste Department relative to any change in conditions.

**E21.5 Sub-base and Base Course Construction:**

- (a) Sub-base or base course material shall not be dumped directly on top of the Feedermain, but shall be carefully bladed into place.
- (b) Sub-base compaction shall be either carried out by static methods without vibration or with smaller equipment such as hand-held plate packers or smaller roller equipment.

**E21.6 Submittals**

**E21.6.1** Submit a construction method statement to the Contract Administrator as per D18. The construction method statement shall contain the following minimum information:

- (a) proposed construction plan including excavation locations, excavation equipment locations, and loading positions;
- (b) excavation plans, including shoring designs, for excavations occurring in close proximity to feeder mains (within 5 m horizontal of the pipe's centerline) where the excavation to be extended below the top of the feeder mains embedment zone (150 mm above the pipe);
- (c) proposed construction equipment specifications including payload weights;
- (d) any other pertinent information required to accurately describe the construction activities in close proximity to the feeder main and permit the Contract Administrator to review the proposed construction plans.

**E21.7 Measurement and Payment**

**E21.7.1** No measurement or payment will be made for meeting the requirements of this specification.

## **APPENDIX 'A' – GEOTECHNICAL REPORT**

## **APPENDIX 'B' – MMAX AREA MARKINGS APPLICATION INSTRUCTIONS**



## **APPENDIX 'C' – MMAX AREA MARKINGS SPECIFICATION**

**APPENDIX 'D' – TEMPORARY TRAFFIC CONTROL SIGNAGE  
DRAWINGS**

## **APPENDIX 'E' – ASPHALT PAVEMENT WORKS**