



THE CITY OF WINNIPEG

TENDER

TENDER NO. 463-2024

**2024 LOCAL STREET RENEWAL PROGRAM: WICKLOW STREET AND VARIOUS
OTHER LOCATIONS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2024 Local Street Renewal Program: Wicklow Street and Various Other Locations

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 26, 2024.

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

B3. SITE INVESTIGATION

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

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

B4. ENQUIRIES

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

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

B6. ADDENDA

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

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

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

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

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

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B7. SUBSTITUTES

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

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

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

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

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

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D37. Any such costs shall be determined in accordance with D37.
- 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 [Accessibility Training](#) 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/Bidsecurity.pdf>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals.
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.

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

B16. IRREVOCABLE BID

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

B17. WITHDRAWAL OF BIDS

- B17.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B18. EVALUATION OF BIDS

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B19.3 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 D37 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
- 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) Minor Rehabilitation
 - (i) Ghent Cove from Mayfield Crescent to Cove End.
- (b) Major Rehabilitation
 - (i) Nassau Street from Montague Avenue to Jubilee Avenue; and
 - (ii) Montgomery Avenue from Casey Street to Fisher Street.
- (c) Reconstruction (Asphalt Pavement)
 - (i) Wicklow Place from South End to Dowker Avenue; and
 - (ii) Wicklow Street from Waterford Avenue to Point Road.
- (d) Asphalt Rehabilitation
 - (i) Wicklow Place from Dowker Avenue to Waterford Avenue;
 - (ii) Woodgrove Street from South End to Southwood Avenue; and
 - (iii) Eldridge Avenue from Haney Street to Elmhurst Road.
- (e) Sewer Repairs and Associated Works
 - (i) Eldridge Avenue from Haney Street to Elmhurst Road;
 - (ii) Ghent Cove from Mayfield Crescent to Cove End;
 - (iii) Woodgrove Street from South End to Southwood Avenue;
 - (iv) Wicklow Place from South End to Dowker Avenue;
 - (v) Wicklow Street from Dowker Avenue to Waterford Avenue;
 - (vi) Wicklow Street from Waterford Avenue to Point Road;
 - (vii) Nassau Street from Montague Avenue To McNaughton Avenue;
 - (viii) Nassau Street from McNaughton Avenue To Jubilee Avenue; and
 - (ix) Montgomery Avenue from Casey Street To Fisher Street.

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

- (a) Minor Rehabilitation
 - (i) Planing of existing lip curbs;
 - (ii) Construction of modified lip curb (slip form, 75mm reveal);
 - (iii) Renewal of barrier curbs (75mm reveal);
 - (iv) Slab replacement;
 - (v) Concrete joint repairs;

- (vi) Placement of pavement repair fabric;
 - (vii) Replacement of curb inlets with curb & gutter catch pits or catch basins;
 - (viii) Installation of sewer services and drainage connection pipes;
 - (ix) Adjusting catch basin and manhole frame and covers;
 - (x) Adjustment of drainage inlets;
 - (xi) Construction of asphalt overlay (40 - 100mm of Type 1A);
 - (xii) Concrete approach reconstruction;
 - (xiii) Reconstruction of approaches with pavers;
 - (xiv) New sidewalk installation;
 - (xv) Installation of detectable tile;
 - (xvi) Renewal of sidewalks;
 - (xvii) Boulevard regrading;
 - (xviii) Placement of topsoil; and
 - (xix) Placement of sod.
- (b) Major Rehabilitation
- (i) Slab replacement;
 - (ii) Installation of geogrid fabrics over underlying granular materials;
 - (iii) Concrete joint repairs;
 - (iv) Placement of pavement repair fabric;
 - (v) Replacement of curb inlets with curb & gutter catch pits or catch basins;
 - (vi) Installation of sewer services and drainage connection pipes;
 - (vii) Adjusting catch basin and manhole frame and covers;
 - (viii) Sidewalk renewal;
 - (ix) Installation of detectable tile;
 - (x) Select curb renewals (75mm-100mm reveal);
 - (xi) Construction of asphalt overlay (40-100mm of Type 1A);
 - (xii) Placement of topsoil; and
 - (xiii) Placement of sod.
- (c) Asphalt Rehabilitation
- (i) Milling of existing asphalt pavement (50mm-75mm);
 - (ii) Installation of catch basin & catch pits and connecting pipes;
 - (iii) Connections to existing sewer;
 - (iv) Culvert renewal;
 - (v) Installation of granular base course in select locations;
 - (vi) Placement of pavement repair fabric;
 - (vii) Renewal of curbs, curb and gutter, and lip curbs;
 - (viii) Construction of inlet isolation for asphalt pavements;
 - (ix) Construction of barrier curb for asphalt pavements;
 - (x) Construction of modified barrier curb for asphalt pavements;
 - (xi) Construction of lip curb for asphalt pavements;
 - (xii) Construction of ramp curb for asphalt pavements;
 - (xiii) Placement and compaction of 50mm sub-base material as backfill behind barrier curb for asphalt pavement within excavated area;
 - (xiv) Placement and compaction of suitable site material as backfill above granular and behind barrier curb for asphalt pavement within excavated area;
 - (xv) Renewal of public lane approaches with 150mm reinforced concrete pavement;
 - (xvi) Installation of 150mm reinforced concrete approaches;

- (xvii) Installation of asphalt approaches;
 - (xviii) Adjustment/repair of private approach tie-ins;
 - (xix) New sidewalk installation;
 - (xx) Sidewalk renewal;
 - (xxi) Installation of detectable warning surface tiles;
 - (xxii) Adjustment of precast sidewalk blocks;
 - (xxiii) Construction of mainline asphalt pavement (50-100mm of Type 1A);
 - (xxiv) Adjustment of existing catch basins, manholes and appurtenances;
 - (xxv) Trees, stump and shrub removal and/or pruning;
 - (xxvi) Boulevard & ditch regrading; and
 - (xxvii) Boulevard restoration and sod.
- (d) Asphalt Pavement Reconstruction
- (i) Pavement Removal;
 - (ii) Excavation;
 - (iii) Insulation of water services;
 - (iv) Sub-grade preparation and compaction;
 - (v) Placement of geotextile fabric;
 - (vi) Placement of geogrid;
 - (vii) Placement of sub-base and base course material;
 - (viii) Installation of catch basin and connecting pipes;
 - (ix) Installation of subdrains;
 - (x) Construction of barrier curb for asphalt pavements;
 - (xi) Construction of modified barrier curb for asphalt pavements;
 - (xii) Placement and compaction of 50mm sub-base material as backfill behind barrier curb for asphalt pavement within excavated area;
 - (xiii) Construction of lip curb for asphalt pavements;
 - (xiv) Construction of ramp curb for asphalt pavements;
 - (xv) Placement and compaction of suitable site material as backfill behind barrier curb for asphalt pavement within excavated area;
 - (xvi) Installation of 150mm reinforced concrete approaches;
 - (xvii) Installation of asphalt approaches;
 - (xviii) New sidewalk installation;
 - (xix) Sidewalk renewal;
 - (xx) Installation of detectable warning surface tiles;
 - (xxi) Adjustment of precast sidewalk blocks;
 - (xxii) Placement of asphalt pavement (Type III, 75mm thickness);
 - (xxiii) Placement of asphalt pavement (Type 1A, 50mm thickness);
 - (xxiv) Adjustment of existing catch basins, manholes and appurtenances;
 - (xxv) Boulevard regrading; and
 - (xxvi) Boulevard restoration and sod.
- (e) Sewer Repairs and Associated Works
- (i) External point repairs of existing sewers;
 - (ii) Repairs to manhole structures; and
 - (iii) Sewer and sewer service video inspection.

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 KGS Group, represented by:

Steve Penner
Senior Municipal Technologist
Telephone No. 204-896-1209
Email Address spenner@ksgsgroup.com

D6.2 At the pre-construction meeting, Steve Penner will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. CONTRACTOR'S SUPERVISOR

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

D7.2 At least two (2) Business Days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor

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

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

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

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

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

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

D9. UNFAIR LABOUR PRACTICES

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

D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.

D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.

D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the

breach, and the impact upon the City's reputation in the eyes of the public as a result of same.

D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. 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) 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 supplies and/or materials intended to enter into and form part of any installation; and
- (d) Property insurance for all machinery, equipment, mobile offices and portable toilets.

D13.2 Deductibles shall be borne by the Contractor.

D13.3 All Subcontractors performing work on the project shall provide the Contractor with evidence of insurance as outlined in D13.1(a) and (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work, the Contractor shall provide the Contract Administrator with evidence of the same prior to the commencement of any Work by the Subcontractors.

D13.4 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, as applicable.

D13.5 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D13.6 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

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 Gantt chart for the Work based on the C.P.M. schedule; and
all acceptable to the Contract Administrator.
- D16.3 Further to D16.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

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.

SCHEDULE OF WORK

D18. COMMENCEMENT

- D18.1 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.
- D18.2 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; and
 - (x) the direct deposit application form specified in D32.

- (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.

D18.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D18.4 The City intends to award this Contract by August 16, 2024.

D18.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D19. WORKING DAYS

D19.1 Further to C1.1(tt);

D19.1.1 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.

D19.1.2 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.

D19.1.3 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.

D19.1.4 Saturdays and Sundays will also be considered a Working Day if the Contract Administrator approves the Contractor's request, the Contractor works on Site and the Contract Administrator deems that the Contract Administrator's staff is required on Site.

D20. RESTRICTED WORK HOURS

D20.1 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.

D20.2 The following work hour restrictions shall also apply:

- (a) Peak hour restrictions for performing tie-ins on major roadways.

D21. WORK BY OTHERS

D21.1 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 limits, 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.

D21.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Geomatics Branch
 - (i) Relocation, replacement, or adjustment of survey monuments.
- (b) City of Winnipeg Transit
 - (i) Operation of adjacent bus routes.
 - (ii) Relocations of Transit Landings.
- (c) Transit Plus

- (i) Pickup and drop-off passengers.
- (d) Manitoba Hydro or their sub-contractors
 - (i) Street Light Relocations on Eldridge Avenue.
 - (ii) Street Light Relocation on Woodgrove Avenue.
 - (iii) Street Light and Conduit Installation on Wicklow Place.
 - (iv) Hydro Pole and Guy Wire Relocations on Wicklow Street.
 - (v) Adjustment or protection of gas services or mains.

D21.3 Further to D21.1 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 D21.2 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.

D22. SEQUENCE OF WORK

D22.1 Further to C6.1, the sequence of work shall comply with the following:

D22.1.1 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.

D22.1.2 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.

D22.1.3 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.

D22.1.4 Work on Wicklow Place – Reconstruction shall not start until the following requirements are met:

- (a) See E13 for requirements for locating gas services prior to starting work on this Site.

D22.1.5 Work on Wicklow Street – Reconstruction shall not start until the following requirements are met:

- (a) See E13 for requirements for locating gas services prior to starting work on this Site.

D22.2 The Contractor shall incur not more than seven (7) consecutive Working Days without Activity at any individual project location with lane closures or barricades in place.

D22.2.1 Further to D22.2 Activity on a work site shall be defined as at least one crew or one machine working seven hours or more in one day, or as deemed acceptable by the Contract Administrator.

D23. SUBSTANTIAL PERFORMANCE

D23.1 The Contractor shall achieve Substantial Performance within One Hundred Twenty (120) consecutive Working Days of the commencement of the Work as specified in D18.

D23.2 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.

D23.3 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.

D24. TOTAL PERFORMANCE

D24.1 The Contractor shall achieve Total Performance within One Hundred Twenty Five (125) consecutive Working Days of the commencement of the Work as specified in D18.

D24.2 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.

D24.3 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.

D25. LIQUIDATED DAMAGES

D25.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – Three Thousand Five Hundred Dollars (\$3,500.00);
- (b) Total Performance – Two Thousand Dollars Dollars (\$2,000.00).
- (c) D22.2 Consecutive Non-Activity with Lane Closure(s) Active – Two Thousand Dollars (\$2000.00).

D25.2 The amounts specified for liquidated damages in D25.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.

D25.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D26. FLEXIBLE SCHEDULE AND 2025 CARRY OVER

D26.1 Should the Contractor be unable to reach Substantial Performance in 2024, the Contractor will be permitted to suspend on-site construction activity provided the following conditions are met:

- (a) Any Site where Work was started has been restored to the condition acceptable to the Contract Administrator;
- (b) All drainage infrastructure is in working order;
- (c) Any temporary asphalt ramps are installed to the condition acceptable to the Contract Administrator, including temporary curb ramps or for adjusted frame and covers;
- (d) The site is free of barricades and stored materials;
- (e) All trip and fall hazards have been corrected as directed by the Contract Administrator;
- (f) All roadway lanes, bike lanes, and sidewalks are unobstructed; and
- (g) Access and parking has been fully restored.

D26.2 Provided the conditions of D26.1 are met, the Contractor may, upon mutual agreement, suspend Working Days and carry over any unused Working Days into 2025 to complete the remaining Work. The day in which Working Days are to be suspended as well as the remaining

Working Days shall be noted in writing by the Contract Administrator to the City and Contractor for the record.

D26.2.1 Further to D26.1, a maximum of four (4) Project Locations may be carried over to 2025.

D26.3 When the Contractor considers the Work associated with D26.1 to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying that the requirements of D26.1 have been satisfied.

(a) Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest opportunity and the Contract Administrator notified so that the Work can be re-inspected.

D27. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

D27.1 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.

D27.2 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.

D27.3 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.

D27.4 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 D27.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D27.5 The Work schedule, including the durations identified in D20 to D24 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.

D27.6 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.

D27.7 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.

D28. SCHEDULED MAINTENANCE

D28.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Sod Maintenance as specified in CW 3510-R10;
- (b) Seed Maintenance as specified in CW 3520-R7;
- (c) Joint and Crack Sealing as specified in CW 3250-R7; and
- (d) Reflective Crack Maintenance as specified in CW 3250-R7.

- D28.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D29. JOB MEETINGS

- D29.1 Regular weekly job meetings will be held at the site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the city and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D29.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D30. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D30.1 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).

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

- D31.1 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

D32. PAYMENT

- D32.1 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.

D33. FUEL PRICE ADJUSTMENT

- D33.1 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; and
 - (iv) Q = monetary value of Work applied in the calculation.
- D33.1.1 Eligible Work will be determined in accordance with D33.5.

- D33.1.2 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.
- D33.1.3 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.
- D33.1.4 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.
- D33.2 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.
- D33.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.
- D33.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance except where those Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the Working Days specified for Substantial Performance.
- D33.5 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
 - (i) The Fuel Factor will not apply to Section H identified on Form B: Prices related to Water & Waste Work.

WARRANTY

D34. WARRANTY

- D34.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter for pavement rehabilitations described in D3 , and two (2) years thereafter for pavement reconstruction works described in D3, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D34.2 Notwithstanding C13.2 or D34.1, 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.
- D34.2.1 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

D35. DISPUTE RESOLUTION

- D35.1 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 D35.
- D35.2 The entire text of C21.4 is deleted, and amended to read: “Intentionally Deleted”

- D35.3 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.
- D35.4 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.
- D35.4.1 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.
- D35.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D35.4.3 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.
- D35.4.4 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 D35.4.3, 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

D36. INDEMNITY

- D36.1 Indemnity shall be as stated in C17.
- D36.2 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.

D36.3 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

D37. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D37.1 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.

D37.2 Further to D37.1, in the event that the obligations in D37 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.

D37.3 For the purposes of D37:

- (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.

D37.4 Modified Insurance Requirements

D37.4.1 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.

D37.4.2 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.

D37.4.3 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.

D37.4.4 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.

D37.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D37.5 Indemnification By Contractor

D37.5.1 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.

D37.5.2 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.

D37.6 Records Retention and Audits

D37.6.1 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.

D37.6.2 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 D37.6.1 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.

D37.7 Other Obligations

D37.7.1 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.

- D37.7.2 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.
- D37.7.3 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.
- D37.7.4 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.
- D37.7.5 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.
- D37.7.6 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. 463-2024

2024 LOCAL STREET RENEWAL PROGRAM: WICKLOW STREET 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. 463-2024

2024 LOCAL STREET RENEWAL PROGRAM: WICKLOW STREET 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: WICKLOW STREET AND VARIOUS OTHER
LOCATIONS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS		
Supply of Materials:		
Geogrid		
Geotextile Fabric		
Pavement Repair Fabric		
Base Course & Sub-Base		
Concrete		
Asphalt		
Topsoil and Sod		
Installation and Placement:		
Geogrid		
Geotextile Fabric		
Pavement Repair Fabric		
Base Course & Sub-Base		
Concrete		
Asphalt		
Topsoil and Sod		
UNDERGROUND WORKS		
Supply of Materials:		
Sewer Pipe		
Sewer Service Pipe/Drainage Pipe		
Sub-Drains		
Catchbasins/Catchpits		
Frames and Covers		
Installation and Placement:		

FORM J: SUBCONTRACTOR LIST
(See D15)

2024 LOCAL STREET RENEWAL PROGRAM: WICKLOW STREET AND VARIOUS OTHER
LOCATIONS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
Catchbasins/Catchpits		
Sewer, Sewer Service, or Drainage Connection Pipes		
Culverts		

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>
C-0001	Cover Sheet, Drawing List, & Site Location Map	A1
C-0701	Eldridge Avenue: Asphalt Rehabilitation: Haney Street to STA 1+80	A1
C-0702	Eldridge Avenue: Asphalt Rehabilitation: STA 1+80 to STA 3+05	A1
C-0703	Eldridge Avenue: Asphalt Rehabilitation: STA 3+05 to STA 4+25	A1
C-0704	Eldridge Avenue: Asphalt Rehabilitation: STA 4+25 to STA 5+50	A1
C-0705	Eldridge Avenue: Asphalt Rehabilitation: STA 5+50 to STA 6+75	A1
C-0706	Eldridge Avenue: Asphalt Rehabilitation: STA 6+75 to Elmhurst Road	A1
C-0801	Ghent Cove: Minor Rehabilitation: West Limit to Mayfield Crescent	A1
C-0901	Woodgrove Street: Asphalt Rehabilitation: South Limit to STA 2+20	A1
C-0902	Woodgrove Street: Asphalt Rehabilitation: STA 2+20 to Southwood Avenue	A1
C-1001	Wicklow Place: Asphalt Reconstruction: South Limit to Dowker Avenue	A1
C-1101	Wicklow Street: Asphalt Rehabilitation: Dowker Avenue to STA 2+05	A1
C-1102	Wicklow Street: Asphalt Rehabilitation: STA 2+05 to STA 3+35	A1
C-1103	Wicklow Street: Asphalt Rehabilitation: STA 3+35 to STA 4+60	A1
C-1104	Wicklow Street: Asphalt Rehabilitation: STA 4+60 to STA 5+85	A1
C-1105	Wicklow Street: Asphalt Rehabilitation: STA 5+85 to Waterford Avenue	A1

C-1106	Wicklow Street: Asphalt Reconstruction: Waterford Avenue to STA 8+10	A1
C-1107	Wicklow Street: Asphalt Reconstruction: STA 8+10 to Point Road	A1
C-1201	Nassau Street: Major Rehabilitation: Montague Avenue to STA 2+25	A1
C-1202	Nassau Street: Major Rehabilitation: STA 2+25 to Jubilee Avenue	A1
C-1301	Montgomery Avenue: Major Rehabilitation: Casey Street to STA 1+75	A1
C-1302	Montgomery Avenue: Major Rehabilitation: STA 1+75 to Fisher Street	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;
- (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'.
- (a) The geotechnical report contains information about Tender 462-2024 in addition to the sites listed in Tender 463-2024.

E4. PROTECTION OF EXISTING TREES

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

E5. TREE, BUSH, AND STUMP REMOVAL

DESCRIPTION

- E5.1 This specification shall cover the removal of existing Trees, bushes, or stumps.
- E5.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.
- E5.3 The Work must be performed by a certified Arborist registered with the City of Winnipeg as a pre-qualified contractor:
- (a) https://legacy.winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/Homeowner_Tree_Maintenance_Guidelines.stm#2
 - (b) Pruning must be done in accordance with ANSI A3000 Part 1-2001 Pruning Standards.

MATERIALS

- E5.4 Existing trees, bushes, and stumps to be removed
- (a) The existing bushes, trees, and stumps to be removed include, but are not limited to ash, elm, cottonwood, basswood, oak, pine, maple, spruce, etc., all of which may be cut with standard chain saw equipment. The existing trees range from 50 mm to 1,500 mm diameter.

CONSTRUCTION METHODS

- E5.5 Prior to commencement of the Work the Contract Administrator shall identify all bushes, trees, and stumps for removal. The Contractor shall cut down only bushes and trees designated to be removed, and grub out all stumps and roots greater than 100 mm diameter.
- E5.6 In general, the Contractor shall start at the top of the tree and remove branches or trunks not longer than 2 meters. Trees are to be felled so as to land within the limits of the Works on City owned property. The Contractor shall load and haul all trees, stumps, roots, logs, brush, rubbish and all other surface litter from the Site and dispose of these materials at an approved disposal Site, acceptable to the Contract Administrator.
- (a) Where required Ash and Elm trees shall be mulched onsite.
- E5.7 Stumps shall be removed and grubbed to 300 mm below the finished grade.
- (a) Backfill of the grubbed area shall be performed with clean common fill from site or imported materials.
- E5.8 All seasonal restrictions for tree removals and pruning shall be adhered to including any requirements for chipping all materials onsite and for the designated disposal locations identified by Urban Forestry.
- E5.9 The Contractor shall take all precautions to prevent damage to structures, adjacent property and to trees and shrubs designated to remain.

- (a) Any trees damaged during construction activities shall be examined by a City of Winnipeg Urban Forestry representative and may be subject to a penalty for devaluation of the tree.
- (b) Under the direction of Urban Forestry an approved arborist shall be hired to prune damaged areas at no cost to the City.
- (c) Damaged trees which are not viable shall be replaced by the Contractor at their own cost.

E5.10 The Contractor Administrator shall layout the extents of all shrub removal on City owned property.

- (a) Where shrubs are rooted in private property but extend into the City of Winnipeg right-of-way but require removal for the installation of new sidewalks or roadways, the Contract Administrator shall indicate the extent of removal and coordinate with the home owner for permission for the removal prior to the Work being done.
- (b) Where possible the shrubs shall be pruned back enough to construct the Work rather than performing a full removal of a private shrub.

E5.11 The Contract Administration shall indicate any tree limbs that need to be pruned or removed in order to install the proposed Works. All pruning of City owned trees shall be evaluated with Urban Forestry on a case by case basis to ensure there is sufficient overhead clearances for sidewalk clearing machines and pedestrians.

MEASUREMENT AND PAYMENT

E5.12 The removal of existing bushes, trees, and stumps shall be measured on a per tree or per stump basis and paid for at the Contract Unit Price per unit for the "Items of Work" listed below. The amount to be paid shall be the total number of trees or stumps removed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work:

- (a) Bush Removal
 - (i) Various lengths and Widths measured in meters squared.
- (b) Tree Removal
 - (i) 50 mm to 249 mm Diameter
 - (ii) 250 mm to 500 mm Diameter
 - (iii) Greater than 500 mm Diameter
- (c) Stump Removal
 - (i) 50 mm to 249 mm Diameter
 - (ii) 250 mm to 500 mm Diameter
 - (iii) Greater than 500 mm Diameter
- (d) Bush Pruning
 - (i) Various Lengths and Widths measured in meters squared.
- (e) Tree Limb Pruning
 - (i) 50 mm to 249 mm Diameter measured as each.
 - (ii) 250 mm to 500 mm Diameter measured as each.

E5.13 Backfill of the area impacted by the stump removal shall be incidental to the Works.

E5.14 Disposal of all tree, shrub, and stump debris shall be incidental to the Works.

E5.15 The removal of trees, stumps, and bushes less than 50 mm diameter are considered incidental to the Work and no separate measurement or payment will be made.

E6. TRAFFIC CONTROL

E6.1 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.

E6.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

E6.3 Further to E6.1(c) and E6.1(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.

E6.4 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.

E6.5 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.

E7. TRAFFIC MANAGEMENT

E7.1 The following is applicable to this Work:

- (a) Appendix 'B' Phasing and Signage Plans.

E7.2 Further to 3.7 of CW 1130:

E7.2.1 The Contractor shall schedule construction activities to meet the following:

- (a) At least one lane for local access traffic shall be maintained along every street in this package, except for the following streets:
 - (i) Wicklow Place – Asphalt Reconstruction: Full closure of small bay.

- ◆ Pedestrian traffic will need to be maintained along the boulevards from nearest road.
- (ii) Wicklow Street – Asphalt Reconstruction: Full closure with additional staging required in each street and alley intersection.
 - ◆ Pedestrian traffic will need to be maintained along the boulevards from nearest road.
- (iii) Montgomery Street – Major Rehabilitation: Full closure.
- (b) Each Site has specific requirements as listed in Appendix 'B' Phasing and Signage Plans. Notable requirements are:
 - (i) Accommodation of traffic from back lanes for local access and for solid waste collection. Additional sub-phases of the work will be required.
 - (ii) Eldridge Avenue – Asphalt Rehabilitation: Lane-at-a-time
 - ◆ Multiple intersections require additional sub-phases to maintain traffic to intersecting streets.
 - (iii) Ghent Cove – Minor Rehabilitation: Lane-at-a-time
 - ◆ Small bay with limited access. Additional sub-phases will be required.
 - (iv) Woodgrove Place – Asphalt Rehabilitation: Lane-at-a-time
 - ◆ Multiple intersections require additional sub-phases to maintain traffic to intersecting streets.
 - ◆ Access to Fort Garry Community Centre will need additional sub-phases and flaggers to manage bi-directional traffic during temporary lane closures.
 - (v) Wicklow Place – Asphalt Reconstruction: Full closure
 - ◆ Full closure of small bay.
 - ◆ Pedestrian traffic will need to be maintained along the boulevards.
 - ◆ Additional staging may be required to accommodate lowering of gas services if required, as described further in E13.
 - (vi) Wicklow Street – Asphalt Rehabilitation: Lane-at-a-time
 - ◆ Multiple street and alley intersections require additional sub-phases to maintain traffic to intersecting streets.
 - (vii) Wicklow Street – Asphalt Reconstruction: Full closure
 - ◆ Multiple street and alley intersections require additional sub-phases to maintain traffic to intersecting streets.
 - ◆ Multiple sub-phases will be required at the Somerset/Wicklow/Point intersections.
 - ◆ Additional staging may be required to accommodate lowering of gas services if required, as described further in E13.
 - (viii) Nassua Street – Major Rehabilitation: Lane-at-a-time
 - ◆ Multiple street and alley intersections require additional sub-phases to maintain traffic to intersecting streets.
 - (ix) Montgomery Street – Major Rehabilitation: Full closure
 - ◆ Full closure.
 - ◆ Pedestrian walkways shall be maintained on at least one side at a time.

E7.2.2 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.

E7.2.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

- E7.2.4 Provide access for refuse and recycling collection vehicles throughout construction or relocate waste collection as required in E8.
- E7.2.5 The Contractor shall endeavour to maintain access to residents at the following locations for mobility access requirements:
- (a) 288 Southwood Avenue
 - (b) 903 Waterford Avenue

E8. REFUSE AND RECYCLING COLLECTION

- E8.1 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 E8.2 to permit the normal collection vehicles to collect the materials. Immediately following collection the Contractor shall return receptacles to the addresses marked on the receptacles.

- E8.2 Collection Schedule:

Eldridge Avenue from Elmhurst Road to Haney Street

Collection Day(s): **Tuesday.**

Collection Time: **7 AM**

Common Collection Area: **Combination of Front Street Collection and back lane Collection**
Contractor to relocate nearside bins to farside as directed in each stage.

Ghent Cove from Mayfield Crescent to End Limit

Collection Day(s): **Tuesday.**

Collection Time: **7 AM**

Common Collection Area: **Front Street Collection**
Contractor to relocate nearside bins to farside as directed in each stage if trucks are able to access the site. Where trucks are not able to access the site, the Contractor shall relocate and return all bins to Mayfield Crescent on collection days.

Woodgrove Street from Southwood Avenue to End Limit

Collection Day(s): **Wednesday**

Collection Time: **7 AM**

Common Collection Area: **No Collection on Front Street– Travel Along Alleys**
Contractor to maintain through movements for collection vehicles travelling across perpendicular back lanes.

Wicklow Place from Dowker Avenue to End Limit

Collection Day(s): **Wednesday**

Collection Time: **7 AM**

Common Collection Area: **Front Street Collection**
Contractor to relocate bins to an adjusted collection point on collection day and return them after collection.

Wicklow Street from Waterford Avenue to Dowker Avenue

Collection Day(s): **Wednesday**

Collection Time: **7 AM**

Combination of back lane and perpendicular back lane Collection
Contractor to maintain through movements for collection vehicles travelling across perpendicular alleys.

Common Collection Area: Contractor to relocate all front street collection to nearest collection point.

Wicklow Street from Waterford Avenue to Point Road

Collection Day(s): **Wednesday**

Collection Time: **7 AM**

No Collection on Front Street – Travel Along Alleys
Contractor to maintain through movements for collection vehicles travelling across perpendicular back lanes.

Common Collection Area: Contractor to relocate all front street collection to nearest collection point.

Nassau Street from Jubilee Avenue to Montague Avenue

Collection Day(s): **Wednesday**

Collection Time: **7 AM**

No Collection on Front Street – Travel Along Alleys
Contractor to maintain through movements for collection vehicles travelling across perpendicular back lanes.

Common Collection Area:

Montgomery Avenue from Fisher Street to Casey Street

Collection Day(s): **Wednesday**

Collection Time: **7 AM**

Common Collection Area: **Back Lane Collection**

E8.3 No measurement or payment will be made for the work associated with this specification.

E9. PEDESTRIAN SAFETY

E9.1 During the project, where undergrounds renewals or installation is being performed, a temporary snow fence shall be installed around all shafts for underground works. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.

E10. WATER OBTAINED FROM THE CITY

E10.1 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.

E11. SURFACE RESTORATIONS

E11.1 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.

E12. INFRASTRUCTURE SIGNS

E12.1 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.

E13. EXPLORATION OF EXISTING UTILITIES AND SERVICES

E13.1 General

- (a) This specification covers the soft-dig exploration of existing buried utilities and services specifically related to Manitoba Hydro gas mains and gas services on reconstruction projects to identify potential shallow gas mains or gas services that need additional protection, adjustment, or replacement.
- (b) Further to CW 1120, the Contractor shall perform these exploratory excavations related to gas mains and gas services by soft-dig methods, or other methods suitable to the Contract Administrator, to verify and locate all buried gas mains and gas service within the limits of the reconstruction project.
- (c) Information obtained from soft-locates will help with coordinating potential Manitoba Hydro Works to minimize potential delay to roadworks.
- (d) Soft-digging of feeder mains is also covered by this specification.

E13.2 Execution

- (a) The exploration of gas mains and services shall be done following all utility locates and a minimum of (5) Working Days prior to starting pavement removal onsite.
 - (i) Each gas main or service that crosses the road under reconstruction shall be located on both sides of the roadway within 1m of the pavement.
 - (ii) The locations of each gas main and service located shall be marked with an offset stake indicating the offset to the gas main or service, the depth of the gas main or service below existing grade.
 - (iii) All holes from locates shall be covered with a protective board to prevent trips or falls.
 - (iv) The Contract Administrator will collect this information and compare this to the design sub-grade elevations to determine if any of the gas mains or gas services need to be rock wrapped or lowered in consultation with Manitoba Hydro.
 - (v) The Contract Administrator will inform the Contractor of any gas mains or gas services that need to have rock wrapping or lowering.
- (b) All proposed soft-dig locations must be clearly identified and reviewed with the Contract Administrator prior to utility exploration Work beginning.
 - (i) The Contract Administrator may request additional exploratory locations as warranted for the proposed Works.
- (c) The Contractor shall arrange for all required utility locates, safety watches and other required notifications.
- (d) The Contractor shall provide a minimum of three (3) Working Days notice to the Contract Administrator prior to conducting utility exposures.

- (e) The Contractor shall use soft-digging equipment (i.e. hydro-excavator) to expose the utility under investigation.
- (f) The Contractor is responsible for backfill and restoration of all soft-dig locations following the Work.

E13.3 Locate Feedermain

- (a) Locate feedermain by soft-digging wherever Work is going to occur within proximity to the feedermain in order to determine the clearance and if there are any specific requirements or limitations for machinery that can operate in the area.

E13.4 Gas Service Adjustment

- (a) Where the Contract Administrator and Manitoba Hydro determine that a gas service needs to be lowered, the Contractor Administrator will mark out the select pavement removals required for Manitoba Hydro to perform the Work in advance of starting the reconstruction project.
- (b) The Contractor shall remove the indicated areas of pavement and provide Manitoba Hydro access to the Site to perform the lowering.
- (c) If requested, the City may request that the Contractor assist Manitoba Hydro by excavating alongside the gas service that needs to be lowered using a mini-excavator or soft-digging equipment.
 - (i) If requested, the Contractor shall track time and materials through an Extra Work Order for assisting Manitoba Hydro with the gas service lowering.

E13.5 Temporary Traffic Control

- (a) Temporary Traffic Control shall be provided by the Contractor for any advanced work required to lower a gas service on a reconstruction project.
- (b) The Temporary Traffic Control shall be installed following the Manual of Temporary Traffic Control (MTTC).
- (c) Contact the Contract Administrator to coordinate any required lane closure requests.
- (d) Full closure of both lanes may be required to perform a required gas service lowering. If needed, the Contract Administrator will review traffic impact and advise how to proceed.
- (e) If possible, multiple gas services should be lowered simultaneously to expedite the Work while minimizing impact to access for residents.

E13.6 Measurement and Payment

- (a) Exploration of Existing Utilities and Services within the limits of Work shall be paid by 'Lump Sum' for each reconstruction site:
 - (i) Items of Work:
 - ◆ Exploration of Existing Utilities and Services.
- (b) All other required utility locates are incidental to the Work, including soft-digging of feeder mains to determine clearances.

E14. SUPPLY AND INSTALL WATERMAIN AND WATER SERVICE INSULATION

DESCRIPTION

E14.1 Notwithstanding 3.12 of CW 2110, this specification covers the supply and installation of insulation in roadway excavations over water mains and water services.

E14.2 Referenced Standard Construction Specifications

- (a) CW 2030 – Excavation Bedding and Backfill
- (b) CW 3110 – Sub –grade, Sub-base and Base Course Construction

- E14.3 Referenced Standard Details
(a) SD-018 - Watermain and Water Service Insulation

MATERIALS

- E14.4 Acceptable insulation is:
(a) Extruded Polystyrene rigid foam insulation – Type 4, 4” in thickness.
DOW - Roofmate or Highload 40
Owen’s Corning - Foamular 350 or Foamular 400.
2” X 48” X 96”, 2” X 24” X 96”, 4” X 24” X 96”

- E14.5 Sand Bedding:
(a) In accordance with CW 2030

CONSTRUCTION METHODS

- E14.6 Prior to the installation of any sub-base material or geotextile material, locate all existing water services. Further to SD-018, excavate the sub-grade to allow the top of the insulation to be installed flush with the surrounding sub-grade. Install the insulation on a level surface centered over the located watermain or water service for the full width of the roadway excavation. Install sand bedding if required to level the surface. Stockpile and dispose of excavated material in accordance with CW 3110.
- E14.7 Thickness of insulation is 100 mm (4”). If using 50 mm (2”) panels 2 layers are required. Width of the insulation to be as directed by the Contract Administrator, however for water services the width shall be 2.7m wide. Place sufficient full width panels to meet or exceed the specified width.
- E14.8 Place insulation panels adjacent to each other over the specified area with no gaps between panels and less than 15mm of elevation difference along the adjoined edges. Where 2” thick panels are being used, offset the top layer to prevent the panel joints from aligning with the joints in the lower layer.
- E14.9 Use full panels of insulation where possible. Where necessary cut insulation panels to obtain coverage to specified lengths. Insulation pieces shall be a minimum of dimension of 300 mm in width or length.
- E14.10 Take appropriate measures to ensure panels are not displaced when installing geotextiles and during backfilling operations.

MEASUREMENT AND PAYMENT

- E14.11 Watermain and Water Service Insulation shall be measured on an area basis and paid for at the Contract Unit Price per square metre of “Watermain and Water Service Insulation”. The area to be paid for shall be the total square meters of watermain and water service insulation supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
(a) Excavation of the roadway subgrade in accordance with E14.6 will not be measured for payment and will be included in the payment for “Watermain and Water Service Insulation”.

E15. CURBS AND ISOLATIONS FOR ASPHALT PAVEMENT

- E15.1 Work shall be performed in accordance with the City of Winnipeg Specifications and the Details provided in Appendix ‘C’ – Curb Details for Asphalt Pavements.
(a) SD-200A – Barrier Curb for Asphalt Pavement.
(b) SD-200B – Modified Barrier Curb for Asphalt Pavement.

- (c) SD-200C – 75 mm Lip Curb for Asphalt Pavement
- (d) SD-200CA – 75 mm Lip Curb with Integral Approach for Asphalt Pavement.
- (e) SD-200D – Curb Ramp for Asphalt Pavement.
- (f) SD-220D – Inlet Isolation Detail for Asphalt Pavements.

E15.2 Pay items associated with this Work are:

- (a) Construction of Concrete Barrier Curb for Asphalt Pavement (180 mm ht, Type 2 , Slip Form Paving) – SD-200A.
- (b) Construction of Concrete Modified Barrier Curb for Asphalt Pavement (180 mm ht, Type 2, Slip Form Paving) – SD-200B.
- (c) Construction of Concrete Lip Curb for Asphalt Pavement (75 mm ht, Type 2, Slip Form Paving) – SD-200C.
- (d) Construction of Concrete Lip Curb for Asphalt Pavement (SD-200CA, Type 2, 75 mm ht) – SD-200CA.
- (e) Construction of Concrete Curb Ramp for Asphalt Pavement (8-12mm ht, Type 2) – SD-200D.
- (f) Construction of Inlet Isolation for Asphalt Pavements (Type 2) – SD-220D.

E15.3 Pavement Repair Fabrics used around structures in asphalt pavements shall be paid as a separate pay item, following CW 3140.

E16. RETAINING CURB FOR INTERLOCKING PAVEMENT STONE

DESCRIPTION

E16.1 General

E16.1.1 This specification covers the installation of the retaining curb for driveways with paver approaches.

E16.1.2 Referenced Standard Construction Specifications

- (a) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction.
- (b) CW 3310 – Portland Cement Concrete Pavement Works
- (c) CW 3330 – Installation of Interlocking Pavement Stones

MATERIALS

E16.2 Materials will be in accordance with CW 3310.

CONSTRUCTION METHODS

E16.3 Construction methods will be in accordance with CW 3310.

MEASUREMENT AND PAYMENT

E16.4 Construction of Retaining Curb for Interlocking Pavement Stone will be measured on a length basis and will be paid for at the Contract Unit Price per metre for the “200x100 Concrete Retaining Curb for Approaches with Interlocking Pavers”, measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in the Specification.

E17. MIX DESIGN PROPORTION

E17.1 General

E17.1.1 Further to CW 3310-R18, this Specification covers the mix proportion for all concrete types related to, the construction of Portland Cement Concrete pavements, curbs, gutters, private approaches, bull-noses, median slabs, medians, safety medians and boulevard splash strips, sidewalks and other related concrete works.

E17.2 Referenced Standard Construction Specifications

(a) CW 3310 – Portland Cement Concrete Pavement Works

E17.3 Mix Design

E17.3.1 Further to CW 3310-R18 Table CW 3310.5, the minimum cementitious contents shall be as follows:

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

E17.4 Requirements

E17.4.1 The Mix Design Statements for all the concrete shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval.

E17.5 Quality Assurance

E17.5.1 The Contract Administrator shall ensure the frequency and number of quality assurance tests in accordance with CW 3310.

E18. WORKING NEAR AC WATERMAINS

E18.1 Excavations within 1.0m from the centerline of AC Water Mains to the nearest edge of excavation are to be conducted without heavy vibratory equipment. Both saw cutting and removal or soft-digging are acceptable means of excavation at these locations.

E19. WORKING NEAR FEEDERMAINS

E19.1 Contractors carrying out pavement construction or working in close proximity to the Feedermain shall meet the following conditions and technical requirements.

(a) Pre-work, Planning and General Execution

- (i) 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.
- (ii) 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.
- (iii) 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.

- (iv) 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.
 - (v) 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.
 - (vi) Granular material, construction material, soil or other material shall not be stockpiled on the Feedermain or within 5 metres of the Feedermain centerline.
 - (vii) Stage construction such that the Feedermain is not subject to significant asymmetrical loading at any time.
 - (viii) 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.
- (b) Soft-Dig Feedermain
- (i) Perform exploration of feedermain within limits of Work to determine location and depth of cover on the feedermain in accordance with CW 1120 and E13.
- (c) Demolition and Excavation
- (i) 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.**
 - (ii) 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.
 - (iii) 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.
 - (iv) Excavated materials intended for reuse shall not be dumped within 3.0 meters of the Feedermain but rather shall be carefully bladed into place.
- (d) Subgrade Construction
- (i) Subgrade compaction within three metres (horizontal) of the Feedermain shall be limited to non-vibratory methods only.
 - (i) Small walk behind vibratory packers will be permitted.
 - (ii) Construction operations shall be staged to minimize the time period between excavation to subgrade and placement of granular subbase materials. Should bare subgrade be left overnight, measures shall be implemented to protect the subgrade against inadvertent travel over it and minimize the impact of wet weather.
 - (iii) Subgrade conditions should be inspected by personnel with competent geotechnical experience (e.g. ability to adequately visually classify soils and competency of subgrade, subbase, and base course materials). In the event of encountering unsuitable subgrade materials above the Feedermain, proposed design revisions shall be submitted to Water and Waste Department's office for review to obtain approval relative to any change in conditions.
- (e) Subbase and Base Course Construction
- (i) Subbase or base course material shall not be dumped within 3 meters of the Feedermain, but rather shall be carefully bladed into place.
 - (ii) Subbase compaction within 3 meters of the feedermain shall be either carried out by static methods without vibration or with smaller equipment such as hand-held plate packers or smaller roller equipment.

E19.2 Measurement and Payment

- (a) No measurement or payment is applicable to this section as the Work is incidental to the completion of the Works in general.

E20. CULVERT END PROTECTION

DESCRIPTION

E20.1 General

- E20.1.1 This specification covers the supply and installation of threaded rod for protection of new culvert ends to prevent entrapment.
- E20.1.2 Culvert end protection shall be installed on every culvert that leads directly to a sewer regardless of size.
- E20.1.3 Culvert end protection shall be installed on all culverts 300mm diameter or larger.
- E20.1.4 Referenced Standard Construction Specifications
 - (a) CW 3610 – Installation of Culverts
 - (b) City of Winnipeg Culvert and Drainage Inlet/Outlet Safety Guidelines

MATERIALS

E20.2 Threaded rod

- (a) 19mm galvanized threaded rod.
- (b) Corresponding galvanized hardware.

CONSTRUCTION METHODS

- E20.3 Install threaded rod vertically with a double nut below and above the culvert, in addition to a nut installed on the inside of the culvert.
- E20.4 Cut off top of threaded rod above the double nut flush with the top of the nut.
- E20.5 Do not leave any sharp edges behind.
- E20.6 Install Culvert End marker may be mounted to this bolt if compatible and the associated culvert end marker hardware is installed as well.

MEASUREMENT AND PAYMENT

- E20.7 Supply and Installation of Culvert End Protection measured on a unit basis and will be paid for at the Contract Unit Price for each "Culvert End Protection" item installed, measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in the Specification.

E21. SUPPLY AND INSTALLATION OF TEMPORARY SHORING

E21.1 Description

- (a) This Specification supplements CW 2030 and covers temporary shoring requirements for the Works as required by the Province of Manitoba's "W210 The Workplace Safety Health Act" and "Guideline for Excavation Work".

E21.2 Construction Methods

- (a) Excavation
 - (i) Stockpiles of materials shall not be stored adjacent to excavations.
 - (ii) All Working areas below grade shall be kept adequately and securely supported during and after excavation until the shoring and bracing is in place to prevent loss of ground or injury to any person from falling material.
- (b) Safety Around Excavations

- (i) Further to Clause 3.1 of CW 1130, wherein it states “Follow safety requirements of ‘W210 The Workplace Safety and Health Act’ and ‘Guidelines for Confined Entry Work’”.
 - (i) Protect public from inadvertent or intentional access to excavations by providing barriers around the excavation while actively working around them.
 - (ii) Whenever an excavation is unattended, the excavation shall be completely covered and provide a continuous interlocked barricades to surround the excavation.
- (c) Shoring
 - (i) The type, strength, and amount of shoring and bracing shall be provided consistent with the nature of the ground surface and subsurface conditions, taking into account proximity to property lines, existing slopes, adjacent utilities, and required depth of excavation.
 - (ii) Shoring and bracing shall be spaced and dimensioned such as to prevent loss of support for adjacent utilities, caving, loss of ground, surface settlement, or squeezing of the soil beyond the neat lines of excavation.
 - (i) The shoring shall be free from defects that might impair its strength or suitability for the Work.
 - (ii) Sheeting/shoring and bracing shall conform to the latest revisions of the “Construction Safety Act” of the Department of Labour of the Government of Manitoba and in accordance with Province of Manitoba “W210 The Workplace Safety and Health Act” and “Guidelines for Excavation Work”.
 - (iii) Submit supporting design calculations and manufacture information as required to facilitate review of the submission for conformance with the Contract Documents.
 - (iv) Submit AutoCAD Shop Drawings and design calculations for the shoring/excavation system designed and sealed by a Professional Engineer registered or licensed to practice in the Province of Manitoba and experienced in the structural design of shoring systems.
 - (i) The designer of the shoring system shall inspect the system during construction and certify, in writing to the Contract Administrator, that construction is in conformance with the approved design.
 - (v) Shoring and bracing shall be installed such that the structure size and wall thickness shown on the shop drawings can be effectively installed and or constructed subsequent to installation of the shoring system.
 - (vi) Shoring and bracing shall be designed and installed to prevent settlement and damage to existing structures and utilities. In the event of damage, the Contractor will be held liable, and shall be required to provide appropriate restoration at their own cost, to the satisfaction of the Contract Administrator and the impacted owner.
 - (vii) Shoring and bracing shall remain in place until it is no longer required to complete the Work.

E21.3 Measurement and Payment

- (a) Shoring required for shafts to complete the Work will be incidental to the components of the Work to which shoring is required. No additional payment will be made for supplying materials and performing all operations herein described and all other items incidental to the Work included in this Specification.