



THE CITY OF WINNIPEG

TENDER

TENDER NO. 588-2024

**DUGALD RD ASPHALT RECONSTRUCTION – RAVENHURST ST TO 340M EAST
OF RAVENHURST ST**

TABLE OF CONTENTS

PART A - BID SUBMISSION

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

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Form of Contract Documents	1
D3. Scope of Work	1
D4. Site Investigation Due Diligence and Risk	1
D5. Definitions	2
D6. Contract Administrator	2
D7. Contractor's Supervisor	2
D8. Accessible Customer Service Requirements	2
D9. Unfair Labour Practices	3
D10. Social Procurement	4
D11. Furnishing of Documents	4

Submissions

D12. Authority to Carry on Business	4
D13. Safe Work Plan	4
D14. Insurance	5
D15. Contract Security	5
D16. Social Procurement Plan template	6
D17. Subcontractor List	6
D18. Equipment List	6
D19. Detailed Work Schedule	7

Schedule of Work

D20. Commencement	7
D21. Working Days	7
D22. Restricted Work Hours	8

D23. Sequence of Work	8
D24. Substantial Performance	8
D25. Total Performance	8
D26. Liquidated Damages	8
D27. Supply Chain Disruption Schedule Delays	9
D28. Scheduled Maintenance	9
Control of Work	
D29. Job Meetings	10
D30. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	10
D31. The Workplace Safety and Health Act (Manitoba) – Qualifications	10
Measurement and Payment	
D32. Payment	10
D33. Fuel Price Adjustment	10
Warranty	
D34. Warranty	11
Dispute Resolution	
D35. Dispute Resolution	11
Indemnity	
D36. Indemnity	12
Third Party Agreements	
D37. Funding and/or Contribution Agreement Obligations	13
Form H1: Performance Bond	16
Form H2: Labour and Material Payment Bond	18
Form J: Subcontractor List	20
Form K: Equipment	21
Form M: Social Procurement PPlan	23
Form N: Employee Voluntary Self-Identification Survey	25
Form O: Social Value Reporting Template	27
PART E - SPECIFICATIONS	
General	
E1. Applicable Specifications and Drawings	1
E2. Mobilization and Demobilization Payment	1
E3. Geotechnical Report	2
E4. Office Facilities	2
E5. Traffic Control	3
E6. Traffic Management	4
E7. Water Obtained From the City	4
E8. Surface Restorations	4
E9. Infrastructure Signs	4
E10. Salt Tolerant Hydro Seed	5
E11. Mix Design Proportion	5
E12. Asphalt Longitudinal Joints	6

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DUGALD RD ASPHALT RECONSTRUCTION – RAVENHURST ST TO 340M EAST OF RAVENHURST ST

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 30, 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base 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 B17.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B7.2 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.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 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.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D37. Any such costs shall be determined in accordance with D37.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B9.5.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B10. DISCLOSURE

B10.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 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.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of 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.

B11.3 In connection with their Bid, each entity identified in B11.2 shall:

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

B11.4 Without limiting B11.3, the City may, in 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.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in 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 B11.4 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and

- (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
 - (d) Submit a Social Procurement Plan.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and D8)
- B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).
- B12.5 Further to B12.3(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.
- B12.6 Further to B12.3(d), the Bidder shall within five (5) Business Days of a request by the Contract Administrator, provide a completed Social Procurement Plan.
- B12.7 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.8 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. BID SECURITY

B13.1 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>.

B13.2 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 B13.2(a).

B13.3 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 B17.1(a).

B13.4 Bonds passing the verification process will be treated as original and authentic.

B13.4.1 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.

B13.5 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.

B13.6 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.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B14.3 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.

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly 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.

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

- B18.2.1** Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with 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.
- B18.3** If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D37 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4** Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

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) Asphalt Pavement Reconstruction
 - (i) Dugald Rd from Ravenhurst St to 340m East of Ravenhurst

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

- (a) Asphalt Reconstruction
 - (i) Removal of existing pavement
 - (ii) Sawcutting and removal of existing median slab
 - (iii) Excavation
 - (iv) Sub-grade compaction
 - (v) Placement of geotextile and geogrid (geogrid is in two different layers)
 - (vi) Placement of 100mm Granular A sub-base
 - (vii) Placement of 50mm Granular A sub-base
 - (viii) Placement of 20mm Granular A base course
 - (ix) Construct 120 mountable curb (slip-form paving)
 - (x) Placement of Type III asphaltic base course (two lifts of 70mm)
 - (xi) Placement of Type 1A asphalt for (one lift of 50mm)
 - (xii) Replacement of CSP culvert
 - (xiii) Grading of side slopes using suitable site material
 - (xiv) Placement of top soil and hydro-seeding

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 WSP , represented by:

Scott Minty, P.Eng.
WSP

Telephone No. 204 781-5518
Email Address scott.minty@wsp.com

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

D7. CONTRACTOR'S SUPERVISOR

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

D7.2 At least two (2) Business Days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D7.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

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

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

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

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

D9. UNFAIR LABOUR PRACTICES

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. SOCIAL PROCUREMENT

D10.1 The Contractor shall commit to providing employment opportunities for Equity Groups. Equity Groups are groups that have historically been denied equal access to employment, education, and other opportunities and includes but is not limited to: Indigenous Peoples, Racialized peoples, newcomers (less than 5 years in Canada); Persons with Disabilities; Women; people facing poverty; Veterans, and 2SLGBTQIA+ (Two-spirit, Lesbian, Gay, Bisexual, Trans, Queer, Questioning, Intersex, Asexual plus) Peoples.

D10.2 This commitment is inclusive of subcontractor employment hours and the Contractor will be required to report on their subcontractors employment hours if the subcontractor contract is greater than \$100,000.

D10.3 The Contractor shall commit to providing employment hours with Equity Groups on the delivery of this Contract.

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

D10.4 The Contractor shall keep detailed records of the total number of full-time and part-time employees that identify as Equity Groups. The Contractor shall report the total number of employee hours that are delivered by Equity Groups during this Contract.

(a) The Social Value Reporting Template has been included as a resource see Form O: Social Value Clause Reporting Template

D10.5 Employees includes all company employees who are working on this Contract. (Administration, Finance, Project Manager, Safety Officer, Trades, etc.)

D10.6 The Contractor shall provide the Contract Administrator a progress report midway through the Contract period and upon completion of the Contract period.

D10.7 The Employee Voluntary Self Identification Survey has been included as a resource see Form N: Employee Voluntary Self Identification Survey.

D11. FURNISHING OF DOCUMENTS

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

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

D12.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D13. SAFE WORK PLAN

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

D13.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D13.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D14. INSURANCE

D14.1 The Contractor shall provide and maintain the following insurance coverage:

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

D14.2 Deductibles shall be borne by the Contractor.

D14.3 All Subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D12.1 (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 same prior to the commencement of any Work by the Subcontractor.

D14.4 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D14.5 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, as applicable.

D14.6 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.

D15. CONTRACT SECURITY

D15.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

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

- D15.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D15.1(b).
- D15.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.
- D15.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D15.2 The Contractor shall provide the Contract Administrator identified in D6 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D15.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D15.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D16. SOCIAL PROCUREMENT PLAN TEMPLATE

- D16.1 The Contractor shall provide the Contract Administrator with a Social Procurement Plan Template (Form M: Social Procurement Plan Template) within five (5) Business Days of a request by the Contract Administrator as per B12.1(d).

D17. SUBCONTRACTOR LIST

- D17.1 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 ten (10) 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.

D18. EQUIPMENT LIST

- D18.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment 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.

D19. DETAILED WORK SCHEDULE

- D19.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least ten (10) 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.
- D19.2 The detailed work schedule shall consist of the following:
- (a) Gantt chart for the Work showing the Critical Path all acceptable to the Contract Administrator.
- D19.3 Further to D19.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D20. COMMENCEMENT

- D20.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D20.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D12;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D7.2.
 - (iv) the Safe Work Plan specified in D13;
 - (v) evidence of the insurance specified in D14;
 - (vi) the contract security specified in D15;
 - (vii) the Social Procurement Plan in D16;
 - (viii) the subcontractor list specified in D17;
 - (ix) the equipment list specified in D18;
 - (x) the detailed work schedule specified in D19; and
 - (xi) 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.
- D20.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D21. WORKING DAYS

- D21.1 Further to C1.1(tt);
- D21.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record their assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that they agree with the Contract Administrator's determination of the Working Days assessed for the report period.

D21.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered “work” as defined in the definition of a Working Day.

D21.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D22. RESTRICTED WORK HOURS

D22.1 Further to 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D23. SEQUENCE OF WORK

D23.1 The Contractor shall prepare and demonstrate their proposed sequence of work in the Detailed Work Schedule required as per D16.

D23.2 Placement of topsoil must occur prior to any asphalt placement.

D24. SUBSTANTIAL PERFORMANCE

D24.1 The Contractor shall achieve Substantial Performance within 25 (twenty-five) consecutive Working Days of the commencement of the Work as specified in D20.

D24.2 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.

D24.3 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.

D25. TOTAL PERFORMANCE

D25.1 The Contractor shall achieve Total Performance within 30 (thirty) consecutive Working Days of the commencement of the Work as specified in D20.

D25.2 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.

D25.3 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.

D26. LIQUIDATED DAMAGES

D26.1 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 – two thousand dollars (\$2000);
- (b) Total Performance – two thousand dollars (\$2000).

D26.2 The amounts specified for liquidated damages in D26.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

D26.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

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 s.

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 D22 to D25 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) Seed Maintenance as specified in CW 3520;
- (b) 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 Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, the City
- D29.2 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.
- D29.3 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 B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

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
 - (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/Critical Stages except where those dates/Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance/Critical Stages.
- 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;
 - (b) The Fuel Factor rate will be set at 1.9% of the monetary value for all work identified on Form B: Prices related to bridges and structures Work.

WARRANTY

D34. WARRANTY

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

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 D14, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

D37.4.2 If not already required under the insurance requirements identified in D14, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

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 D14.5, 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 D15)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 588-2024

DUGALD RD ASPHALT RECONSTRUCTION – RAVENHURST ST TO 340M EAST OF RAVENHURST ST

which is by reference made part hereof and is hereinafter referred to as the "Contract".

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

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

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

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

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

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D15)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 588-2024

DUGALD ROAD ASPHALT RECONSTRUCTION – RAVENHURST ST TO 340M EAST OF RAVENHURST ST

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 D17)

DUGALD ROAD ASPHALT RECONSTRUCTION – RAVENHURST ST TO 340M EAST OF
RAVENHURST ST

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS		
<i>Supply of Materials</i>		
Concrete		
Sub-base and Base Course		
Asphalt		
<i>Installation/Placement</i>		
Concrete		
Sub-base and Base Course		
Asphalt		
Excavation		
Hydro Seeding		
UNDERGROUND WORKS		
<i>Supply of Materials</i>		
Culvert		
<i>Installation/Placement</i>		
Culvert		

FORM K: EQUIPMENT
(See D18)

DUGALD ROAD ASPHALT RECONSTRUCTION – RAVENHURST ST TO 340M EAST OF RAVENHURST ST

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D18)

DUGALD ROAD ASPHALT RECONSTRUCTION – RAVENHURST ST TO 340M EAST OF RAVENHURST ST

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM M: SOCIAL PROCUREMENT PLAN

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

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

The Contractor shall provide the Contract Administrator with a Social Procurement Plan Template (Form M: Social Procurement Plan Template) within five (5) Business Days of a request by the Contract Administrator as per B12.1(d).

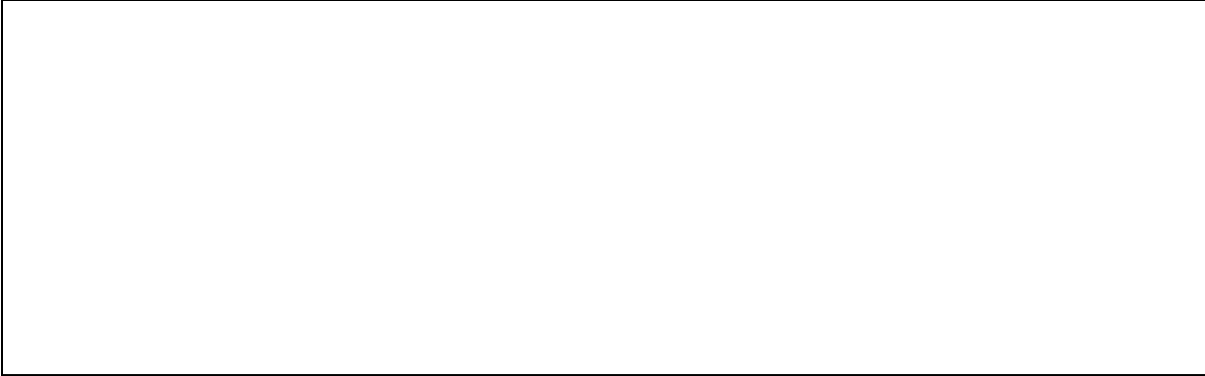
Both Question 1 and 2 must be filled out responding to all criteria. Question 2 must explain the commitment to Question 1 within the context of the Contract.

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

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

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

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



FORM N: EMPLOYEE VOLUNTARY SELF-IDENTIFICATION SURVEY

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

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

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

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

Your response to the self-declaration questions is voluntary.

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

Company Name _____

Employee Name _____

1. Do you wish to participate in this survey?

Yes No

2. Do you identify as an Indigenous person?

Yes No

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

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

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

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

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

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

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

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

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

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

FORM O: SOCIAL VALUE REPORTING TEMPLATE

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

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

Company Name _____

Contract Number _____

Reporting Period Start Date _____

Reporting Period End Date _____

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

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

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

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgmt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
P-3584-01	Cover Sheet	A1
P-3584-02	Dugald Road – Asphalt Reconstruction – Plan and Profile – STA 1+3.33 to STA 2+85	A1
P-3584-03	Dugald Road – Asphalt Reconstruction – Plan and Profile – STA 2+85 to STA 4+25	A1
P-3584-04	Dugald Road – Asphalt Reconstruction – Plan and Profile – STA 4+25 to STA 4+70.00	A1
P-3584-04	Traffic Signage	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 B9, B17, 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 Mobilization and Demobilization will be paid only once (to a maximum of 100%), regardless of the number of times the Contractor mobilizes to the site and/or sites.

E3. GEOTECHNICAL REPORT

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

E4. OFFICE FACILITIES

E4.1 The Contractor shall supply office facilities meeting the following requirements:

- (a) The field office shall be for the exclusive use of the Contract Administrator.

- (b) The building shall be conveniently located near the site of the Work.
- (c) The building shall be suitable for all weather use. It shall be equipped with a heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
- (d) The building shall be adequately light.
- (e) The building shall be furnished with a table and plastic chairs.
- (f) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
- (g) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when they deem it necessary.

E4.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.

E4.3 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance.

E4.4 On a one-time basis, where directed by the Contract Administrator, the Contractor shall relocate the office facilities to a location more convenient for the remaining Work.

E5. TRAFFIC CONTROL

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

- (a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
- (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the Manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC, the Contract Drawings, Staging Plans and Traffic Management Plans or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
- (c) In addition, the Contractor shall be responsible for **supplying**, removing, placing and maintaining all regulatory signing including but not limited to:
 - (i) Parking restrictions;
 - (ii) Stopping restrictions;
 - (iii) Turn restrictions;
 - (iv) Diamond lane removal;
 - (v) Full or directional closures on a Regional Street;
 - (vi) Traffic routed across a median;
 - (vii) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- (d) The Contractor shall remove and stockpile any regulatory signage not required during construction such as, but not limited to, parking restrictions, turn restrictions and loading restrictions.

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

E6. TRAFFIC MANAGEMENT

- E6.1 Further to 3.7 of CW 1130:
- E6.1.1 One lane access to James Farm Road is required at all times from westbound Dugald Road. The intersection is to be staged and may be staged on sub-base.
- E6.1.2 Paving of the James Farm Road intersection is to be completed once EB Dugald Road is open back up to Traffic to allow access to the Cemetery.
- E6.1.3 Coordination is required with the Cemetery to not perform asphalt paving during any funerals. This could allow for temporary closure of James Farm Road for paving through.
- E6.1.4 One lane of traffic is to be maintained at all time for westbound traffic on Dugald Road.
- E6.1.5 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E6.1.6 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, they shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E6.1.7 Ambulance/emergency vehicle access must be maintained at all times.

E7. WATER OBTAINED FROM THE CITY

- E7.1 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.

E8. SURFACE RESTORATIONS

- E8.1 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.

E9. INFRASTRUCTURE SIGNS

- E9.1 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

E10. SALT TOLERANT HYDRO SEED

DESCRIPTION

E10.1 Further to CW3520 this Specification covers the seed mix type and payment.

MATERIALS

E10.2 The seed mix shall be:

Seventy percent (70%) Fults or Nuttall's Alkaligrass (*Puccinellia* spp.)
Twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue
Ten percent (10%) Perennial Ryegrass.

EQUIPMENT

E10.3 Scarification equipment shall be suitable for the area being scarified, shall be capable of scarifying the sub-grade to the specified depth and shall be accepted by the Contract Administrator. For confined areas a toothed bucket may be acceptable. For larger areas tilling equipment may be required.

CONSTRUCTION METHODS

E10.4 Preparation of Existing Grade

E10.4.1 Prior to placing topsoil, in areas to be seeded greater in width than 600mm, prepare the existing sub-grade by scarifying to a minimum depth of 75mm and to a maximum depth of 100mm to the satisfaction of the Contract Administrator.

E10.4.2 Scarification shall consist of breaking up and loosening the sub-grade.

MEASUREMENT AND PAYMENT

E10.5 Supply, placement and maintenance of Hydro Seed will be paid for at the Contract Unit Price per square metre for "Hydro Seed", measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification. Payment for Hydro Seeding shall be in accordance with the following:

- (a) Fifty (50%) percent of quantity following supply and placement.
- (b) Remaining Fifty (50%) percent of quantity following termination of the Maintenance Period.

E11. MIX DESIGN PROPORTION

E11.1 General

E11.1.1 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.

E11.2 Referenced Standard Construction Specifications

- (a) CW 3310 – Portland Cement Concrete Pavement Works

E11.3 Mix Design

E11.3.1 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

E11.4 Requirements

E11.4.1 The Mix Design Statements for all the concrete shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval.

E11.5 Quality Assurance

E11.5.1 The Contract Administrator shall ensure the frequency and number of quality assurance tests in accordance with CW 3310.

(b) Period.

E12. ASPHALT LONGITUDINAL JOINTS

DESCRIPTION

E12.1 This specification provides direction on finishing the longitudinal centre line asphalt joints and exterior edge of the outside shoulder.

CONSTRUCTION METHODS

E12.2 The outside edges of the asphalt on the two lifts for the exterior shoulders shall be stacked vertically in line.

E12.3 The centreline for all three lifts of asphalt for the mainline pavement shall be stacked vertically in line.

MEASUREMENT AND PAYMENT

E12.4 No additional measurement or payment will be made for this work.