



THE CITY OF WINNIPEG

TENDER

TENDER NO. 675-2024

PORTAGE AND MAIN PEDESTRIAN OPENING

TABLE OF CONTENTS

PART A - BID SUBMISSION

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

PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

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

Submissions

D11. Authority to Carry on Business	5
D12. Safe Work Plan	5
D13. Insurance	6
D14. Contract Security	6
D15. Subcontractor List	7
D16. Detailed Work Schedule	7
D17. Requirements for Site Accessibility Plan	8

Schedule of Work

D18. Commencement	9
D19. Restricted Work Hours	9
D20. Work By Others	9
D21. Sequence of Work	10

D22. Critical Stages	11
D23. Co-operation with others	11
D24. Downtown Events	11
D25. Substantial Performance	11
D26. Total Performance	11
D27. Liquidated Damages	12
D28. Supply Chain Disruption Schedule Delays	12
D29. Scheduled Maintenance	13
Control of Work	
D30. Job Meetings	13
D31. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	13
D32. The Workplace Safety and Health Act (Manitoba) – Qualifications	13
Measurement and Payment	
D33. Payment	13
D34. Payment Schedule	13
Warranty	
D35. Warranty	14
Dispute Resolution	
D36. Dispute Resolution	14
Indemnity	
D37. Indemnity	15
Form H1: Performance Bond	16
Form H2: Labour and Material Payment Bond	18
Form J: Subcontractor List	20

PART E - SPECIFICATIONS

General	
E1. Applicable Specifications and Drawings	1
E2. Mobilization and Demobilization Payment	3
E3. Office Facilities	4
E4. Protection Of Existing Trees	5
E5. Traffic Control	5
E6. Traffic Management	6
E7. Water Obtained From the City	7
E8. Infrastructure Signs	7
E9. Portland Cement Concrete Sidewalk With Block Outs For Indicator Surfaces	7
E10. Paving Stones for Indicator Surfaces	8
E11. Mix Design Proportion	9
E12. Removal of Existing Interlocking Paving Stones	9
E13. Sign Support Clamps	10
E14. Working in Close Proximity to Gas Infrastructure	10
E15. Tree Removals	10
E16. Stump Removals	11
E17. Removal and Installation of Bike racks and Waste Receptacles	11
E18. Dowels and Tie Bars	12
E19. Sidewalk Removal at Areaways	12
E20. Sawcutting	12
E21. Soft Excavation to Expose Underground Utilities	13
E22. Business Information Signs	13
E23. Salvaging Wayfinding and Intersection Identification plaques	14
E24. Salvaging of Flag Poles	15
E25. Transition Barrier Wall	16
E26. Supply and Installation of Methyl Methacrylate Area (MMA) Markings	17
E27. Bollards	18
E28. Heating and Hoarding	19
E29. Building Permit	19

E30. Traffic Signals Materials	19
E31. Service Box Pre-cast	20
E32. Installation of Early Open Concrete Bases	20
E33. Installation of Pre-cast Type PM Bases	21

Appendices

Appendix 'A' - Safe Excavation and Safety Watch Guidelines

Appendix 'B' - Wayfinding and Intersection Identification Plaques

Appendix 'C' - Application Instructions MMAX Corundum Area Markings

Appendix 'D' - MMAX Area Markings Preferential Lane Treatment Product Data

Appendix 'E' - Bollards - MAGLIN CUT MBO-1600-00001 and MBO-1600-00002

Appendix 'F' - Bollards - MAGLIN INSTALL MBO-1600-SERIES

Appendix 'G' - Non-Disclosure Agreement

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Portage and Main Pedestrian Opening

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 7, 2024.

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

B3. SITE INVESTIGATION AND BIDDERS CONFERENCE

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

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

B3.3 The City and the Contract Administrator will be holding an information meeting with all registered parties to provide a forum for discussion of the Project and to respond to questions that registered parties may have regarding the Tender. To register, Bidders must submit the Non-Disclosure Agreement found in Appendix 'G'. Attendance is optional. A summary of question and answers from the Bidders Conference will be provided in an addendum. Details of the meeting are as follows:

Date: September 27, 2024

Time: 10:00 a.m. to Noon

Location: Virtual Meeting – Google Meet

Interested parties may register with the Contract Administrator representative noted in Appendix 'G'. Registration is required before September 26, 2024 at 12:00 p.m.

B4. ENQUIRIES

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

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

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

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

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

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support

Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an addendum may be directed to the Contract Administrator indicated in D6.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;

- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance; and
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. BID COMPONENTS

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

B9. BID

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

- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted; or
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two (2) or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers; or
 - (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two (2) or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

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

B11.2 The Persons are:

- (a) PCL Construction – Discussed possible involvement with design-assist to provide input on constructability, sequencing and scheduling. Provided preliminary structural drawings; and
- (b) Bockstael Construction Limited – Discussed staging and coordination with the Manitoba Métis Federation Heritage Centre work.

B12. CONFLICT OF INTEREST AND GOOD FAITH

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

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

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

that could or would be seen to:

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

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

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

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

such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

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

B13. QUALIFICATION

- B13.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D8); and
 - (e) meet the qualification requirements in the NMS Specification Package.
- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program;
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>.
- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B14. BID SECURITY**
- B14.1 The Bidder shall include in their Bid Submission Bid security in the form of a digital Bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/MatMgt/templates/files/Bidsecurity.pdf>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) the version submitted by the Bidder must have valid digital signatures and seals;
 - (b) the version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company;
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf;
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees; and
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).
- B14.3 Bonds failing the verification process will not be considered to be valid and the Bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative Bids, the Bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B14.5 The Bid security of the successful Bidder and the next two (2) lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The Bid securities of all other Bidders will be released when a Contract is awarded.

B14.6 The Bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

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

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

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

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

B16. IRREVOCABLE BID

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

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

B17. WITHDRAWAL OF BIDS

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

B18. EVALUATION OF BIDS

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

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

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

- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one (1) or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one (1) Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B19.3 As noted in D3 and identified in Form B: Prices, the Work of Part 2 will be contingent upon Manitoba Hydro approving funding for the Work. If sufficient funding for Part 2 Work is not approved by Manitoba Hydro, the City shall not proceed to add Part 2 to the Contract.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.5 Following the award of Contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. FORM OF CONTRACT DOCUMENTS

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

D3. SCOPE OF WORK

D3.1 Project Background

D3.1.1 On March 21, 2024, Winnipeg City Council approved the opening of the at-grade pedestrian crossing at Portage and Main and the Public Service be directed to take necessary steps to facilitate the opening by July 1, 2025.

D3.1.2 The schedule for opening was further updated by the July 27, 2024 Winnipeg City Council approval of the Primary Transit Network Service Implementation Plan. The Primary Transit Network and its feeder routes will be launched on June 29, 2025 requiring the Portage and Main intersection to be open for pedestrians and construction completed prior to the launch date.

D3.1.3 The project consists of the opening of all four (4) at grade pedestrian crossings at the Portage and Main intersection by June 27, 2025. The Work is described in D3.2 below.

D3.2 The Work to be done under the Contract shall consist of two parts:

- (a) Part 1 – City Funded Work; and
- (b) Part 2 – Manitoba Hydro Funded Work (Not in Contract).

Part 1 – City Funded Work

D3.3 Part 1 – City Funded Work shall consist of:

- (a) Part A – Southeast Corner:
 - (i) Civil – Transportation;
 - (ii) Civil – Structural; and
 - (iii) Electrical Works;
- (b) Part B – Northeast Corner:
 - (i) Civil – Transportation;
 - (ii) Civil – Structural; and
 - (iii) Electrical Works;
- (c) Part C – Northwest Corner:
 - (i) Civil – Transportation;
 - (ii) Civil – Structural;
 - (iii) Electrical Works; and
 - (iv) Mechanical Works;
- (d) Part D – Southwest Corner:
 - (i) Civil – Transportation;

- (ii) Civil – Structural;
- (iii) Electrical Works; and
- (iv) Mechanical Works;
- (e) Part E – Median Areas:
 - (i) Civil – Transportation;
- (f) Part F – Traffic Signals Works.

Part 2 – Manitoba Hydro Funded Work (Not in Contract)

- D3.4 Part 2 – Manitoba Hydro Funded Work shall consist of:
- (a) Part G – Street Lighting Works.
- D3.5 The City currently has no approved funding in the Capital Budget for Part 2 of the Work, but is anticipating receiving notification about funding from Manitoba Hydro by end of Tender close. Part 2 of the Work is contingent upon Manitoba Hydro approving sufficient funding.
- D3.5.1 Further to C7.1, if notice of sufficient funding is not received, the City shall have the right to eliminate all or any portion of Part 2.
- D3.5.2 Further to C7.5, C7.5.1 and C7.6, should a reduction in the Contract Price pursuant to D3.5.1 happen, that reduction shall not be considered in calculating the aggregate reduction in the Contract Price for purposes of C7.5.
- D3.5.3 If all or any portion of Part 2 is eliminated pursuant to D3.5.1, the time periods stipulated in D23 for Substantial Performance of the Work and in D26 for Total Performance of the Work will be reduced proportionally by the Contract Administrator acting reasonably.
- D3.6 The major components of the Work are as follows:
- (a) Civil – Transportation Works:
 - (i) removal of existing pavement;
 - (ii) installation of catch basins and sewer service pipe;
 - (iii) catch basin lead pipe repairs;
 - (iv) installation of subdrains;
 - (v) erect hoarding and heating as needed;
 - (vi) placement of base course materials;
 - (vii) construction of two hundred thirty (230) millimetres (mm) concrete pavement;
 - (viii) construction of various curb types;
 - (ix) construction of sidewalk and sidewalk with paving stone block outs;
 - (x) installation of paving stones (type varies);
 - (xi) renewal of medians, safety medians, bullnoses and miscellaneous concrete slabs as required;
 - (xii) installation of bollards;
 - (xiii) placement of asphalt overlay (average thickness seventy-five (75) mm) utilizing automatic grade control for full lane width paving; and
 - (xiv) final restoration Works;
 - (b) Civil – Structural Works:
 - (i) removal of existing sidewalk slabs, fill, soil, insulation and existing waterproofing;
 - (ii) removal of barrier walls, structural slabs, traffic signal bases;
 - (iii) erect hoarding and heating as needed;
 - (iv) localized concrete top surface repairs;
 - (v) localized concrete form and pour repairs;
 - (vi) installation of new structural concrete walls, slabs, stairs and custom traffic signal and street light bases;

- (vii) installation of waterproofing, drainage tile, insulation;
- (viii) installation of topping slabs; and
- (ix) installation of expansion joints at northwest corner;
- (c) Electrical Works:
 - (i) disconnect receptacle circuits at source panels and remove all junction boxes, wiring, conduit and receptacles; and
 - (ii) disconnect light circuits at source panels and remove all junction boxes, wiring, conduit, light frames and lights;
- (d) Mechanical Works:
 - (i) relocation of Fire Department connection in the Southwest corner; and
 - (ii) abandonment of sprinklers connections;
- (e) Traffic Signals Works:
 - (i) installation of Traffic Signal underground conduit, bases and pits;
- (f) Street Lighting Works (Not in Contract):
 - (i) removal of existing streetlighting; and
 - (ii) installation of new street lighting and associated infrastructure.

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) “**Consultant**” means Contract Administrator within the NMS Specification Package;
- (b) “**Not in Contract**” means items that are currently not to be included in the Bidder’s price however, are expected to be added following award;
- (c) “**Owner**” means the City of Winnipeg (City) within the NMS Specification Package; and
- (d) “**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 Dillon Consulting Limited, represented by:

David Wiebe, P.Eng., PTOE
Project Manager

Telephone No. 204-226-7428
Email Address dwiebe@dillon.ca

D6.2 At the pre-construction meeting, David Wiebe, P.Eng., PTOE 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](https://www.ilo.org/global/lang-en/index.htm) 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 UDHR which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. FURNISHING OF DOCUMENTS

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

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D12. SAFE WORK PLAN

- D12.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D12.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>.

D12.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of Good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of Good Standing, will not be permitted to continue to perform any Work.

D13. INSURANCE

D13.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) Wrap Up liability insurance, written in the name of the Contractor, the City, all Subcontractors, Consultants and Subconsultants involved in the Work in the amount of at least ten million dollars (\$10,000,000.00) inclusive per occurrence. Such policy shall provide coverage for bodily injury, personal injury, property damage, damage to existing structures, no xcu exclusion, and products and completed operations endorsement. Wrap Up liability to also include evidence of a cross-liability clause, sudden and accidental pollution liability, contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, and twenty-four (24) months completed operations endorsement that will take effect after Total Performance. The insurance maintained by the Contractor shall be primary and non-contributory to any other insurance. Additional insureds to be listed on the policy include, but not limited to the following, 200 Portage Inc., 6841768 Manitoba Inc., Manitoba Métis Federation Inc. and Richardson Centre Limited;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than five million dollars (\$5,000,000.00) inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) an all course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and the City, at all times during the performance of the Work and until the date of Substantial Performance; and
- (d) all risks property insurance policy for all equipment, machinery, tools, portable toilets and mobile offices used in the performance of the Work that may be owned, rented, leased or borrowed.

D13.2 Deductibles shall be borne by the Contractor.

D13.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

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

D13.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D14. CONTRACT SECURITY

D14.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and

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

D14.1.1 Where the Contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the Contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company;
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include PDF;
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees; and
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D14.1(b).

D14.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D14.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D14.2 The Contractor shall provide the Contract Administrator identified in D6 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D14.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D14.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D15. SUBCONTRACTOR LIST

D15.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, if applicable.

D16. DETAILED WORK SCHEDULE

D16.1 The Contractor shall provide the Contract Administrator with a detailed Work schedule at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, as applicable.

- D16.2 If, after submitting the detailed Work schedule, the Contractor receives notification that all or any portion of Part 2 of the Work may be commenced, they shall submit a revised Detailed Work Schedule no later than two (2) Business Days from receipt of the notification.
- D16.3 The detailed Work schedule shall consist of the following:
- (a) a Gantt chart for the Work based on the critical path schedule; all acceptable to the Contract Administrator.
- D16.4 Further to D16.3(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or Specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D17. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D17.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D17.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) how the Contractor will maintain access to bus stops within the Site;
 - (b) how the Contractor will maintain access to businesses unless otherwise noted in the Contract; and
 - (c) any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D17.3 The Accessibility Plan may also include figures, sketches, or Drawings to demonstrate the proposed plan.
- D17.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-Site during Construction, including, but not limited to:
- (a) signage;
 - (b) temporary ramping;
 - (c) transit stops; and
 - (d) detour signage.
- D17.5 At minimum, the Contractor shall review the Site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The Site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D17.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D17.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- D17.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the Site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:

- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly Site meeting;
- (b) Second Offence – A field instruction to immediately correct the Site will be issued by the Contract Administrator; and
- (c) Third and subsequent Offences – A pay reduction will be issued in the amount of five hundred dollars (\$500.00) per instance and per day.

SCHEDULE OF WORK

D18. COMMENCEMENT

D18.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

D18.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D11;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D7.2;
 - (iv) the Safe Work Plan specified in D12;
 - (v) evidence of the insurance specified in D13;
 - (vi) the Contract security specified in D14;
 - (vii) the Subcontractor list specified in D15;
 - (viii) the detailed Work schedule specified in D16;
 - (ix) the Requirements for Site Accessibility Plan specified in D17; and
 - (x) the direct deposit application form specified in D33;
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

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

D18.4 The City intends to award this Contract by November 8, 2024.

D19. RESTRICTED WORK HOURS

D19.1 Further to 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays, and/or Civic Holidays.

D20. WORK BY OTHERS

D20.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of Work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D20.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Traffic Services – Traffic Control to be completed by the Contractor in accordance with E5. Contractor to coordinate with Traffic Services to supply regulatory signage as required at make arrangements to reinstall the permanent regulatory signs after

the Contract is complete. Traffic Services will provide sign clamps, line painting, and OHSS sign panel adjustments;

- (b) City of Winnipeg Traffic Signals – Traffic Signals Branch will be responsible for coordinating removal of above ground plant and cabling to facilitate the installation of the underground plant. The Contractor must coordinate with Traffic Signals such that the signals operations at each intersection are maintained except where permitted by the Contract Administrator and Traffic Signals Branch. This may result in Work being completed in multiple stages;
- (c) Manitoba Hydro – Manitoba Hydro will activate and energize the new streetlight plant installed by the Contractor. Manitoba Hydro will provide inspection of new street lighting hardware installed by the Contractor. Manitoba Hydro will complete the lowering of the Manitoba Hydro manhole located in the northwest corner;
- (d) Manitoba Hydro, Gas Division – relocation of gas mains and/or lowering/rockwrapping of underground main and services as required;
- (e) BellMTS, Telus, Shaw – minor relocations, and adjustments as required;
- (f) Bockstael Construction Limited (Bockstael) – Bockstael is actively working on the redevelopment of 335 Main Street into the Manitoba Métis Federation National Heritage Centre. Generally, Bockstael will be occupying the eastbound curb lane, east of Main Street. Coordination with Bockstael will be required throughout the duration of this project. Laydown and work zone areas will need to be shared as specified in the Traffic Staging Drawings;
- (g) 210 Portage – The City of Winnipeg building at 210 Portage Avenue provides connection to the underground concourse. A Request for Tender (Tender No. 497-2024) closed for the Roof Replacement at 210 Portage Avenue that will see active work on the 210 Portage Avenue roof in fall/winter 2024. Currently it is not anticipated to impact this project as the laydown area and scaffolding is planned to be in the back lane. Coordination with the winning Contractor for Tender No. 497-2024 will be required to ensure laydown and work zone areas are not interfering with each other;
- (h) 200 Portage – Martin Eagleton, property owners for 200 Portage Avenue, is currently reviewing upcoming anticipated work to their building including recladding. Currently it is anticipated their work will be delayed and will not interfere with this Work. Coordination and confirmation of the timeline for any renovations for 200 Portage will be required to ensure laydown and work zone areas are shared; and
- (i) 201 Portage – Harvard Developments will be responsible for coordinating removal and reinstallation of above ground accessible door openers (ADOs) for 201 Portage Avenue to facilitate the Work in the area including waterproofing and sidewalk installation. The Contractor must provide advanced notification to the Contract Administrator prior to the need for the ADOs to be removed. Protection or replacement of underground cabling and ADO appurtenances will be needed to protect the underground infrastructure for the ADOs.

D20.3 Further to D20.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others. The Contractor must include and accommodate Work by Others identified in D20.2 or additional parties, in their construction schedule as per D16 and accommodate the necessary area on-Site required for the Work by Others to complete the Work.

D21. SEQUENCE OF WORK

D21.1 Further to C6.1, the sequence of Work shall be as follows:

D21.1.1 The Work shall be divided into three (3) phases. Each Phase shall be subdivided into stages. Stages are further subdivided into major items of Work.

D21.1.2 Refer to Staging Drawings CT-15 to CT-21 for the proposed sequence of Work.

D22. CRITICAL STAGES

- D22.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Critical Stage 1 – Phase 3, Stage 1 – Closure of eastbound Portage Avenue and paving of all the curb lanes must occur on a weekend(s) between 18:00 Friday and 04:00 Monday (specific weekend subject to Contract Administrator approval).

D23. CO-OPERATION WITH OTHERS

- D23.1 The Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limits, approach roadways, adjacent roadways or rights-of-way. The activities of these agencies may coincide with the Contractor's execution of the Work, and it will be the Contractor's responsibility to fully co-operate with the other personnel working in the area, and such co-operation is an obligation of the Contractor under the terms of the Contract.

D24. DOWNTOWN EVENTS

- D24.1 The Contractor's attention is directed to the fact that several events will be taking place within and adjacent to the project limits, approach roadways, adjacent roadways, or rights-of-way. The schedule of these events may coincide with the Contractor's execution of the Work, and it will be the Contractor's responsibility to fully cooperate and ensure the safety of pedestrians and vehicles within the project area. Such cooperation and attention to safety is an obligation of the Contractor under the terms of the Contract. Dates of these events are not yet public. The list of events includes, but is not limited to:
- (a) Santa Clause Parade.

D25. SUBSTANTIAL PERFORMANCE

- D25.1 The Contractor shall achieve Substantial Performance by June 20, 2025.
- D25.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend, and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D25.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D26. TOTAL PERFORMANCE

- D26.1 The Contractor shall achieve Total Performance by June 27, 2025.
- D26.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend, and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D26.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D27. LIQUIDATED DAMAGES

- D27.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
- (a) Critical Stage 1 listed in D22.1(a) – one thousand dollars (\$1,000.00) per hour;
 - (b) Substantial Performance – ten thousand dollars (\$10,000) per day; and
 - (c) Total Performance – ten thousand dollars (\$10,000) per day.
- D27.2 The amounts specified for liquidated damages in D27.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Critical Stages, Substantial Performance, or Total Performance by the days fixed herein for same.
- D27.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D28. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D28.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D28.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D28.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to ordering of Material or Goods, production and/or manufacturing schedules, or availability of staff as appropriate.
- D28.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D28.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D28.5 The Work schedule, including the durations identified in D19 to D26 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D28.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D28.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D29. SCHEDULED MAINTENANCE

- D29.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) reflective crack maintenance (during one (1) year warranty period) as specified in CW 3250-R7;
- D29.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D30. JOB MEETINGS

- D30.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one (1) representative of the Contract Administrator, one (1) representative of the City and one (1) 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.
- D30.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

- D31.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

- D32.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

MEASUREMENT AND PAYMENT

D33. PAYMENT

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

D34. PAYMENT SCHEDULE

- D34.1 Further to C12, payment shall be in accordance with the following payment schedule:
- (a) all portions of Work including those designated for Lump Sum payment, will be paid for on a monthly pro-rated basis as determined by the Contract Administrator in consultation with the Contractor provided the portion of the Work to be paid for has been permanently incorporated into the Works.

WARRANTY

D35. WARRANTY

D35.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D35.1.1 For the purpose of Contract security, the warranty period shall be one (1) year.

D35.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D35.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

DISPUTE RESOLUTION

D36. DISPUTE RESOLUTION

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

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

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

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

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

- (a) in the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative; and
- (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; and
 - (iii) Department Head.

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

INDEMNITY

D37. INDEMNITY

- D37.1 Indemnity shall be as stated in C17.
- D37.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000.00), 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; and
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D37.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000.00), 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.

FORM H1: PERFORMANCE BOND
(See D14)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

TENDER NO. 675-2024

PORTAGE AND MAIN PEDESTRIAN OPENING

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

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

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

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

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D14)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 675-2024

PORTAGE AND MAIN PEDESTRIAN OPENING

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 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; and
- (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; and
- (e) the Surety shall not be liable for a greater sum than the specified penalty of this bond.

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Specification No.</u>	<u>Specification Title</u>
Structural	
01 22 00	UNIT PRICES
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
02 41 19	SELECTIVE DEMOLITION
03 10 00	CONCRETE FORMING AND ACCESSORIES
03 20 00	CONCRETE REINFORCING
03 30 00	CAST-IN-PLACE CONCRETE
03 91 10	SURFACE PREPARATION FOR CONCRETE DELAMINATION REPAIR
03 92 12	TOP SURFACE CONCRETE REPAIRS WITH RAPID-SETTING MORTAR
03 93 30	FORM AND POUR WITH REPAIR MORTAR
07 55 56	HOT-APPLIED RUBBERIZED ASPHALT WATERPROOFING
07 92 10	CONCRETE JOINT SEALANTS
Transportation	
03 30 00.01	CAST-IN-PLACE CONCRETE – RICHARDSON PLAZA
03 35 00.01	CONCRETE FINISHES – RICHARDSON PLAZA
Mechanical	
21 05 05	COMMON WORK RESULTS FOR FIRE PROTECTION
21 13 16	DRY PIPE SPRINKLER SYSTEMS
22 05 05	SELECTIVE DEMOLITION
23 05 53	MECHANICAL IDENTIFICATION
Electrical	
26 05 00	COMMON WORK RESULTS – FOR ELECTRICAL
26 05 05	SELECTIVE DEMOLITION FOR ELECTRICAL
26 05 34	CONDUITS, CONDUITS FASTENING AND CONDUITS FITTING

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
	Cover Sheet	A1
	GENERAL	
GE-01	OVERALL SITE PLAN	A1
GE-02	EXISTING UTILITIES – INTERSECTION	A1
GE-03	EXISTING UTILITIES – NORTHWEST	A1
GE-04	EXISTING UTILITIES – NORTHEAST	A1
GE-05	EXISTING UTILITIES – SOUTHWEST	A1
GE-06	EXISTING UTILITIES – SOUTHEAST	A1
GE-07	REMOVALS – INTERSECTION	A1
GE-08	REMOVALS – NORTHWEST	A1
GE-09	REMOVALS – NORTHEAST	A1
GE-10	REMOVALS – SOUTHWEST	A1
GE-11	REMOVALS – SOUTHEAST	A1
	CIVIL – TRANSPORTATION	
CT-01	PLAN-PROFILE – NORTHWEST	A1
CT-02	PLAN-PROFILE – NORTHEAST	A1
CT-03	PLAN-PROFILE – SOUTHWEST (MAIN STREET)	A1
CT-04	PLAN-PROFILE – SOUTHWEST (PORTAGE AVENUE)	A1
CT-05	PLAN – SOUTHWEST (PORTAGE AT FORT)	A1
CT-06	PLAN-PROFILE – SOUTHEAST	A1
CT-07	SIDEWALK JOINTS AND BOLLARDS – NORTHWEST	A1
CT-08	SIDEWALK JOINTS AND BOLLARDS – NORTHEAST	A1
CT-09	SIDEWALK JOINTS – SOUTHWEST	A1
CT-10	SIDEWALK JOINTS – SOUTHEAST	A1
CT-11	SECTION (1 OF 2)	A1
CT-12	SECTION (2 OF 2)	A1
CT-13	DETAILS	A1
CT-14	GENERAL STAGING NOTES	A1
CT-15	TRAFFIC STAGING – PHASE 1 – STAGE 1	A1
CT-16	TRAFFIC STAGING – PHASE 1 – STAGE 2	A1
CT-17	TRAFFIC STAGING – PHASE 2 – STAGE 1	A1
CT-18	TRAFFIC STAGING – PHASE 2 – STAGE 2	A1
CT-19	TRAFFIC STAGING – PHASE 3 – STAGE 1	A1
CT-20	TRAFFIC STAGING – PHASE 3 – STAGE 2	A1
CT-21	TRAFFIC STAGING – PHASE 3 – STAGE 3	A1
	CIVIL – STRUCTURAL	
CS-1.0	GENERAL NOTES	A1
CS-2.1	OVERALL STREET LEVEL DEMO PLAN	A1
CS-2.2	NORTHWEST CORNER DEMOLITION PLAN	A1
CS-2.3	NORTHEAST CORNER DEMOLITION PLAN	A1
CS-2.4	SOUTHWEST CORNER DEMOLITION PLAN	A1
CS-2.5	SOUTHEAST CORNER DEMOLITION PLAN	A1
CS-2.6	PAGE INTENTIONALLY LEFT BLANK	A1
CS-2.7	NORTHWEST CORNER WATERPROOFING PLAN	A1
CS-2.8	NORTHEAST CORNER WATERPROOFING PLAN	A1
CS-2.9	SOUTHWEST CORNER WATERPROOFING PLAN	A1
CS-2.10	SOUTHEAST CORNER WATERPROOFING PLAN	A1
CS-4.1	SECTIONS & DETAILS NORTHWEST CORNER – DEMO	A1
CS-4.2	SECTIONS & DETAILS NORTHEAST CORNER – DEMO	A1
CS-4.3	SECTIONS & DETAILS SOUTHWEST CORNER – DEMO	A1
CS-4.4	SECTIONS & DETAILS SOUTHEAST CORNER – DEMO	A1
CS-4.5	SECTIONS & DETAILS NORTHWEST CORNER – REPAIRS	A1
CS-4.6	SECTIONS & DETAILS NORTHEAST CORNER – REPAIRS	A1
CS-4.7	SECTIONS & DETAILS NORTHEAST CORNER – REPAIRS	A1
CS-4.8	SECTIONS & DETAILS SOUTHWEST CORNER – REPAIRS	A1
CS-4.9	SECTIONS & DETAILS SOUTHEAST CORNER – REPAIRS	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
CS-4.10	SECTIONS & DETAILS SOUTHEAST CORNER – REPAIRS	A1
CS-4.11	TYPICAL SECTIONS AND DETAILS	A1
CS-5.1	TYPICAL CONCRETE REPAIR DETAILS	A1
CS-5.2	TYPICAL CONCRETE REPAIR DETAILS	A1
CS-6.1	TYPICAL WATERPROOFING DETAILS	A1
	MECHANICAL	
ME-01	FIRE PROTECTION LAYOUT	A1
ME-02	FLOWERBED SPRINKLER DEMOLITION	A1
	ELECTRICAL	
EL-01	SITE DEMOLITION PLAN	A1
EL-02	CONCOURSE ELECTRICAL ROOMS	A1
EL-03	201 PORTAGE POWER PLAN	A1
	TRAFFIC SIGNALS	
S-1109	TRAFFIC SIGNALS – MAIN ST. & PORTAGE AVE.	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); and
 - (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; and
 - (iv) general cleanup and housekeeping needed to restore a neat and orderly project Site.

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

MEASUREMENT AND PAYMENT

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

E2.6.1 Further to B10, B18, C12 and E2.6, should the lump sum price exceed five percent (5%) of the Total Bid Price the lump sum price will be reduced to five percent (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) sixty percent (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 forty percent (40%) of the lump-sum price will be paid upon:
(i) restoration of the Site and/or Sites to the satisfaction of the Contract Administrator;
and
(ii) distribution of the Declaration of Total Performance.

E2.9 Pay Reduction for Accessibility Plan

(a) The Demobilization payment will be reduced by the number of pay adjustments incurred in accordance with D17 and as determined by the Contract Administrator.

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

E3. OFFICE FACILITIES

E3.1 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 have a minimum floor area of twenty-five (25) square metres (m), a height of 2.4 m with two (2) windows for cross ventilation and a door entrance with a suitable lock;
- (d) the building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either sixteen (16) to eighteen (18) degrees Celsius or twenty-four (24) to twenty-five (25) degrees Celsius;
- (e) the building shall be adequately lighted with fluorescent fixtures and have a minimum of three (3) wall outlets;
- (f) the building shall be furnished with two (2) desks, one (1) drafting table, table three (3) m by 1.2 m, one (1) stool, one (1) four (4) drawer legal size filing cabinet, and a minimum of fifteen (15) chairs;
- (g) 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; and
- (h) 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.

- E3.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.
- E3.3 The office facilities will be provided from the date of the commencement of the Work to the date of Total Performance.

E4. PROTECTION OF EXISTING TREES

- E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- (a) the Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within two (2) m of trees;
 - (b) trees identified to be at risk by the Contract Administrator are to be strapped with twenty-five (25) by one hundred (100) by two thousand four hundred (2,400) mm wood planks, or suitably protected as approved by the Contract Administrator;
 - (c) excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation;
 - (d) operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located; and
 - (e) Work on-Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or their designate.
- E4.3 No separate measurement or payment will be made for the protection of trees.
- E4.4 Except as required in E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E5. 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 CW 3410;
 - (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; and
 - (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, refer to Staging Drawings for the traffic management details of each Stage.
- E6.2 The Contractor shall provide a designated Traffic Coordinator for the duration of the Work. The Traffic Coordinator shall:
- (a) be the sole contact for the Contract Administrator for all traffic control and traffic management planning. The Traffic Coordinator will also be the contact for the City of Winnipeg Traffic Management, Traffic Services, and Traffic Signals in relation to all traffic control for the Work, and third parties such as those listed under D20.2;
 - (b) at each Site meeting, provide the Contract Administrator with a minimum two (2) week outlook on planned routine traffic control operations. The information shall be supplemented as necessary with supporting schematic Drawings indicating the location and type of traffic control to be implemented;
 - (c) at each Site meeting, work with the Contract Administrator, City of Winnipeg staff, and third parties listed in D20.2 to refine agreed upon traffic control measures for the minimum two (2) week outlook;
 - (d) prepare and submit lane closure request to the City of Winnipeg Traffic Management branch and provide any detailed staging/signage Drawings as necessary;
 - (e) communicate agreed upon traffic control measures to the Contractor's forces. This includes co-ordinating all flagging operations and barricade/signage supply and setup;
 - (f) on a daily basis at a minimum, install, move, check, and maintain Contractor signs and barricades as required to ensure they are in the proper location;
 - (g) ensure compliance of the Contractor's forces with the agreed upon traffic control measures; and

(h) maintain/relocate infrastructure signs as per E8.

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. INFRASTRUCTURE SIGNS

E8.1 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 (1) 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.

E9. PORTLAND CEMENT CONCRETE SIDEWALK WITH BLOCK OUTS FOR INDICATOR SURFACES

DESCRIPTION

E9.1 This Specification shall supplement CW 3325-R5 "Portland Cement Concrete Sidewalks".

CONSTRUCTION METHODS

E9.2 Add the following to Section 9:

E9.2.1 As shown on the Drawings and as directed by the Contract Administrator, construct sidewalk with block outs and/or monolithic curb and sidewalk with block outs, to allow for the installation of indicator surfaces.

E9.2.2 Verify dimensions of paving stones (indicator surface) prior to construction of the block-outs. Gaps between paving stones and concrete pavement shall not exceed five (5) mm.

E9.2.3 Concrete curbs for monolithic curb and sidewalk with block outs shall be constructed in accordance with CW 3240.

MEASUREMENT AND PAYMENT

E9.3 Add the following to Section 12:

E9.3.1 Construction of concrete sidewalks with block outs for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this Specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

BASIS OF PAYMENT

E9.4 Add the following to Section 13:

E9.4.1 Construction of concrete sidewalks with block outs for indicator surfaces will be paid for at the Contract Unit Price per square metre for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.

E9.4.2 Items of Work:

(a) Type 2 Concrete seventy-five (75) mm Reinforced Sidewalk with Block Outs;

- (b) Type 2 Concrete one hundred (100) mm Sidewalk with Block Outs; and
- (c) Type 2 Concrete one hundred fifty (150) mm Reinforced Sidewalk with Block Outs.

E9.4.3 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

E10. PAVING STONES FOR INDICATOR SURFACES

DESCRIPTION

E10.1 This Specification shall supplement CW 3330-R5 "Installation of Interlocking Paving Stones".

MATERIALS

E10.2 Add the following to Section 5:

E10.2.1 Paving Stones for indicator surfaces shall be as shown on the Drawings.

E10.2.2 Paving Stones for indicator surfaces shall be:

Barkman Concrete Paving Stones

Mahogany Holland Paver (two hundred ten (210) mm by two hundred ten (210) mm by sixty (60) mm)

Charcoal Holland Paver (one hundred five (105) mm by two hundred ten (210) mm by sixty (60) mm)

Natural Holland Paver (two hundred ten (210) mm by two hundred ten (210) mm by sixty (60) mm)

<https://www.barkmanconcrete.com/>

Endicott Paving Stones

Endicott Clay Paver (ninety-three (93) mm by one hundred ninety-four (194) mm by fifty-seven (57) mm) – Dark Ironspot Endicott Brick #46

<https://endicott.com/>

CONSTRUCTION METHODS

E10.3 Add the following to Section 9.2 "Preparation of Sub-grade, Sub-base and Sand-base":

E10.3.1 Preparation of Sand-Base for Paving Stones in Sidewalk Block Outs.

E10.3.2 Place a fifteen (15) mm layer of bedding sand in the blocked out sidewalk areas.

E10.3.3 The bedding sand shall be spread and levelled so that the paving stones when installed are five (5) mm higher than the finished grade.

E10.3.4 No more sand shall be spread than can be covered in with paving stone on the same day.

E10.3.5 The bedding sand shall not be compacted or disturbed prior to laying the paving stones.

E10.4 Add the following to Section 9.3 "Installation of Paving Stones":

E10.4.1 For indicator surface paving stones, commence installation of paving stones against the long edge of the block out to obtain the straightest possible course of installation.

MEASUREMENT AND PAYMENT

E10.5 Add the following to Section 12:

E10.6 Supply and Installation of Paving Stones for Indicator Surfaces

E10.6.1 Paving stones for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with

this Specification and accepted by the Contract Administrator, as computed by measurements made by the contract Administrator.

BASIS OF PAYMENT

E10.7 Add the following to Section 13:

E10.7.1 The supply and installation of paving stones for indicator surfaces will be paid for at the Contract Unit Price per square meter for "Paving Stone Indicator Surfaces", measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this Specification.

E10.7.2 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

E11. MIX DESIGN PROPORTION

GENERAL

E11.1 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:

(a) Type 1 – three hundred eighty (380) kilograms per cubic metre (kg/m^3);

(b) Type 2 – three hundred sixty (360) kg/m^3 ;

(c) Type 3 – three hundred eighty (380) kg/m^3 ;

(d) Type 4 – three hundred eighty (380) kg/m^3 ;

(e) Type 5 – three hundred forty (340) kg/m^3 ; and

(f) Type 6 – three hundred sixty (360) kg/m^3 .

REQUIREMENTS

E11.4 The Mix Design Statements for all the concrete shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval.

QUALITY ASSURANCE

E11.5 The Contract Administrator shall ensure the frequency and number of quality assurance tests in accordance with CW 3310.

E12. REMOVAL OF EXISTING INTERLOCKING PAVING STONES

DESCRIPTION

E12.1 This Specification shall supplement CW 3330-R5 and shall cover all operations related to the removal of existing interlocking paving stones.

CONSTRUCTION METHODS

- E12.2 Removal of existing interlocking paving stones (concrete pavers and clay pavers) shall include: removal of paving stones, base course and concrete stabilized fill material as required; disposal of all materials as approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

- E12.3 Removal of existing interlocking paving stones will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Removal of Existing Paving Stones". The area to be paid will be the total number of square metres removed in accordance with this Specification, accepted and measured by the Contract Administrator.

E13. SIGN SUPPORT CLAMPS

- E13.1 The Contractor shall install all new sign support clamps at the locations shown on the Drawings or as directed by the Contract Administrator. The City shall supply all sign support clamps.
- E13.2 All costs in connection with the installation of sign support clamps are incidental to the Contract.

E14. WORKING IN CLOSE PROXIMITY TO GAS INFRASTRUCTURE

DESCRIPTION

- E14.1 While working in close proximity to gas infrastructure, all procedures and precautions outlined in the Appendix 'A' – *Safe Excavation and Safety Watch Guideline* manual, as well as any supplemental direction from Manitoba Hydro contained in Appendix 'A', must be adhered to. Ensure that all locates and clearances are current and have been received and understood prior to construction.

MEASUREMENT AND PAYMENT

- E14.2 Hydro excavation to locate and verify gas infrastructure as typically required by Manitoba Hydro will be considered incidental to the Work.
- E14.3 Any costs associated performing Safety Watches will be considered incidental to the Work.

E15. TREE REMOVALS

DESCRIPTION

- E15.1 This Specification shall amend the City of Winnipeg Standard Construction Specification CW 3010 "Clearing and Grubbing" and shall cover the removal of trees as specified on the Contract Drawings. The City of Winnipeg, Forestry Branch must be contacted prior to removing any trees.

CONSTRUCTION METHODS

- E15.2 Remove only trees marked and confirmed for removal in the field by the Contract Administrator.
- E15.3 Remove trees in accordance with CW 3010.
- E15.4 Remove stumps in accordance with E16 Stump Removals.
- E15.5 The Contractor shall arrange for any Elmwood to be disposed of by the City of Winnipeg.

MEASUREMENT AND PAYMENT

- E15.6 Removal of trees will be measured on a unit basis and paid for at the Contract Unit Price per unit item of "Tree Removal". The number to be paid for will be the total number of trees removed in accordance with this Specification and accepted by the Contract Administrator.

E16. STUMP REMOVALS

DESCRIPTION

E16.1 This Specification shall amend the City of Winnipeg Standard Construction Specification CW 3010 "Clearing and Grubbing" and shall cover the removal of stumps as specified on the Contract Drawings.

CONSTRUCTION METHODS

E16.2 Remove only stumps marked and confirmed for removal in the field by the Contract Administrator.

E16.3 Remove stumps in accordance with CW 3010.

E16.4 The Contractor shall take all precautions to prevent damage to traffic, structures, pole lines, adjacent properties and to trees and shrubs designated to be saved.

E16.5 The Contractor shall arrange for any Elmwood to be disposed of by the City of Winnipeg.

E16.6 Remove and dispose of material as per CW 3010 Clause 9.

MEASUREMENT AND PAYMENT

E16.7 Removal of stump will be measured on a unit basis and paid for at the Contract Unit Price per unit item of "Stump Removal". The number to be paid for will be the total number of stumps removed in accordance with this Specification and accepted by the Contract Administrator.

E17. REMOVAL AND INSTALLATION OF BIKE RACKS AND WASTE RECEPTACLES

DESCRIPTION

E17.1 General

E17.1.1 This Specification covers all operations relating to the relocations of bike racks and waste receptacles at the four intersections corners, as required. The relocations shall cover the removal, storage and re-installation of the bike racks and waste receptacles.

E17.1.2 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.

MATERIALS

E17.2 General

E17.2.1 The Contractor shall be responsible for the removal, handling and installation of all bike racks and waste receptacles set forth in this Specification and shall be subject to inspection and acceptance by the Contract Administrator.

E17.2.2 All fasteners shall be galvanized.

CONSTRUCTION METHODS

E17.3 Removal and Storage

E17.3.1 The existing bike racks and garbage bins slated for removal to facilitate construction shall be carefully removed and salvaged. All components and all hardware shall be salvaged for reuse and stored at a secure location.

E17.3.2 Utilize appropriate equipment to remove the furnishings and fixtures.

E17.3.3 Protect the public and Site from damage during removal.

E17.3.4 In the event of damage to any materials by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements necessary, at their own expense, to the satisfaction of the Contract Administrator. In no case shall the Contractor reinstall a damaged component.

E17.4 Site Inspection and Installation

E17.4.1 Prior to commencing installation of the bike racks and waste receptacles, the Contractor shall verify that it can be installed in accordance with the Drawings. This shall include coordinating with the Contract Administrator to confirm the proposed location of the bike racks and garbage bins are not in conflict with existing or proposed Site furniture and pedestrian paths.

E17.4.2 Should there be a conflict between a proposed location and any facility the Contract Administrator shall be notified immediately.

E17.4.3 All furnishings and fixtures to be installed plumb and true.

E17.4.4 All furnishings and fixtures to be carefully handled so that no parts shall be bent, broken, or otherwise damaged.

E17.4.5 The bike rack and waste receptacles shall be re-installed to the satisfaction of the Contract Administrator.

MEASUREMENT AND PAYMENT

E17.5 Removal, storage and re-installation of bike racks and waste receptacles, and all related appurtenances will be paid for at the Contract Lump Sum Prices for "Removal and Installation of Bike Racks and Waste Receptacles". The payment will be considered full payment for supplying all Materials and for performing all operations herein described and all other items incidental to the Work.

E18. DOWELS AND TIE BARS

E18.1 Further to Section 6.3.4 of CW 3310, no measurement of payment will be made for dowels or tie bars that are drilled along a construction joint between new sections of concrete constructed as part of this Contract. Dowels or tie bars that are drilled into new concrete pavement will be considered incidental to the construction of the concrete pavement.

E19. SIDEWALK REMOVAL AT AREAWAYS

E19.1 Further to CW 3235 the Contractor is advised that on Portage Avenue and Main Street there are sections of building basements called "Areaways" that extend into the City right of way. The City has located "Areaways" using historical as-built Drawings, and hydro excavations to confirm location as much as possible. The Contractor shall exercise extreme caution when removing all sidewalks and will use methods for removal to prevent damage to any underlying areaways. All costs associated with additional effort required to remove sidewalk shall be included in "Miscellaneous Concrete Slab Removal, i) one hundred (100) mm Sidewalk and ii) Removal of Existing Paving Stones" and no additional payment shall be made.

CONSTRUCTION METHODS

E19.2 Should the Contractor damage an areaway roof during sidewalk removal, the repair and restoration of the areaway roof shall be completed at the Contractor's expense.

E20. SAWCUTTING

DESCRIPTON

E20.1 Further to CW 3240, the Contractor will be required to sawcut the existing concrete sidewalk full depth as follows:

- E20.1.1 At the back of sidewalk along the face of the existing buildings so as not to damage the face of the buildings during removal.
- E20.1.2 The Contractor shall exercise extreme caution when sawcutting sidewalks to avoid damage to any underlying areaways or basement areas as indicated as per E19.
- E20.1.3 In the event of damage to any buildings by the Contractor, the Contractor shall immediately notify the Contract Administrator and make all repairs or replacements necessary, at his own expense, to the satisfaction of the Contract Administrator and the Owner of the building.

MEASUREMENT AND PAYMENT

- E20.2 All costs in connection with the above sawcutting are incidental and shall be included in the Contract Unit Price for "Miscellaneous Concrete Slab Removal".

E21. SOFT EXCAVATION TO EXPOSE UNDERGROUND UTILITIES

DESCRIPTON

- E21.1 This Specification covers the soft excavation to expose underground utilities to determine the depth of the underground utility and whether it will interfere with installation of proposed Works on-Site.
- E21.2 These underground utilities include, but are not limited to, City of Winnipeg Traffic Signal cables, Manitoba Hydro cables, Manitoba Hydro gas pipes, MTS cables, existing sewers, and existing watermains.

MATERIALS

- E21.3 Backfill Material
- (a) Backfill material for backfill of shafts after hydro-excavation has been completed shall consist of sand in accordance with Specification CW 2030.

CONSTRUCTION METHODS

- E21.4 Prior to commencement of any construction Works adjacent to underground utilities, the Contractor shall use soft digging or hand excavation to expose underground utilities.
- E21.5 Once the elevation of the top of pipe or duct has been determined the resulting excavation shall be backfilled with bedding sand to the elevation of existing ground.

MEASUREMENT AND PAYMENT

- E21.6 Soft excavation to expose underground utilities will be considered incidental to the Work. No measurement and payment will be made within this Section.

E22. BUSINESS INFORMATION SIGNS

DESCRIPTON

- E22.1 Further to Specification E11.1, the Contractor is advised that they will be required to supply and install business information signs on Portage Avenue and Main Street, prior to starting any Work at the upstream end of each block under construction, that identify the names of each of the business within that block. The Contractor must erect the business signs prior to starting construction. Signs shall be supplied and installed for each side of the street under construction with the names of business on that side of the street.
- E22.2 The signs shall be a minimum of 1.22 m by 1.22 m mounted with the longest dimension vertical with sufficient support and ballast so as not be blown over. The signs shall have a white

background, with each business name stenciled in black lettering of sufficient size to be read at a distance of ten (10) m.

- E22.3 The supply, erection, removal and disposal of the signs shall be incidental to the supply and installation of temporary construction signage and no further measurement or payment shall be made.

E23. SALVAGING WAYFINDING AND INTERSECTION IDENTIFICATION PLAQUES

DESCRIPTION

- E23.1 This Specification shall cover the removal, salvage, hauling and unloading of all wayfinding and intersection identification plaques as noted on the Contract Drawings.
- E23.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, Materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.
- E23.3 The Work under this Specification shall include the following items, or as otherwise directed by the Contract Administrator:
- E23.3.1 Removal/salvage of the existing wayfinding and intersection identification plaques located throughout the intersection of Portage Avenue and Main Street attached to the existing barriers.
- E23.3.2 Temporary storage of the wayfinding and intersection identification plaque components (if required) until such point they are hauled to the City of Winnipeg Maintenance Yard.
- E23.3.3 Hauling/unloading of the existing wayfinding and intersection identification plaques to the City of Winnipeg's yard.
- E23.3.4 An inventory of the wayfinding and intersection identification plaques can be found in Appendix 'B' – *Wayfinding and Intersection Identification Plaques*.

SUBMITTALS

- E23.4 The Contractor shall submit the following to the Contract Administrator, in accordance with the Specification:
- E23.4.1 Wayfinding and intersection identification plaque Removal Method Statement at least three (3) Calendar Days prior to any removal works identifying the means and methods to be utilized to remove the structure.

CONSTRUCTION METHODS

- E23.5 Removal
- E23.5.1 The Contractor shall exercise great care to not damage any portion of the plaques being removed. The Contractor will be responsible for repairing any damage to the existing plaques to the Contract Administrator's satisfaction caused as a result of the Contractor's removal/hauling/unloading operations.
- E23.5.2 The plaques shall be lifted and secured with nylon ropes or other approved methods. Use of steel chains and steel hooks against hot-dip galvanized or powder coated surfaces will not be permitted. The components shall be placed on timber blocking and secured with nylon ropes during their transportation to the City of Winnipeg Maintenance Yard.
- E23.6 Hauling and Unloading
- E23.6.1 The Contractor shall deliver all salvaged plaque components, including all miscellaneous bolts, washers, nuts, etc. to the City of Winnipeg's Maintenance Building at 2170 Main Street.

- (a) The Contractor shall provide a minimum of twenty-four (24) hours' notice prior to delivery of the plaque components. The Contractor shall confirm with the Contract Administrator the City contact to coordinate with.
- (b) The Contractor shall be responsible for unloading of all plaque components at the City of Winnipeg Maintenance Yard as directed by the City's representative, including the provision of all necessary labour, Materials and equipment to unload the components.

MEASUREMENT AND PAYMENT

E23.7 Removal/salvaging, hauling and unloading of the wayfinding and intersection identification plaques will be paid for at the Contract Lump Sum Prices for "Remove Wayfinding and Intersection Identification Plaques". The payment will be considered full payment for supplying all Materials and for performing all operations herein described and all other items incidental to the Work.

E24. SALVAGING OF FLAG POLES

DESCRIPTION

- E24.1 This Specification shall cover the removal, salvage, hauling and unloading of all Flag Poles (FP's) as noted on the Contract Drawings.
- E24.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, Materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.
- E24.3 The Work under this Specification shall include the following items, or as otherwise directed by the Contract Administrator:
- E24.3.1 Removal/salvage of the existing FP's located throughout the intersection of Portage Avenue and Main Street attached to the existing barriers.
 - E24.3.2 Temporary storage of the FP components (if required) until such point they are hauled to the City of Winnipeg Maintenance Yard.
 - E24.3.3 Hauling/unloading of the existing FP's to the City of Winnipeg's yard.

SUBMITTALS

- E24.4 The Contractor shall submit the following to the Contract Administrator, in accordance with the Specification:
- E24.4.1 FP Removal Method Statement at least three (3) Calendar Days prior to any FP removal works identifying the means and methods to be utilized to remove the structure.

CONSTRUCTION METHODS

- E24.5 Removal
- E24.5.1 The Contractor shall exercise great care to not damage any portion of the existing FP's being removed. The Contractor will be responsible for repairing any damage to the existing FP's to the Contract Administrator's satisfaction caused as a result of the Contractor's removal/hauling/unloading operations.
 - E24.5.2 The FP's shall be lifted and secured with nylon ropes or other approved methods. Use of steel chains and steel hooks against hot-dip galvanized or powder coated surfaces will not be permitted. The structure components shall be placed on timber blocking and secured with nylon ropes during their transportation to the City of Winnipeg Maintenance Yard.
- E24.6 Hauling and Unloading

- E24.6.1 The Contractor shall deliver all salvaged FP components, including all miscellaneous bolts, washers, nuts, etc. to the City of Winnipeg's Maintenance Building at 2170 Main Street.
- (a) The Contractor shall provide a minimum of twenty-four (24) hours' notice prior to delivery of the FP components. The Contractor shall confirm with the Contract Administrator the City contact to coordinate with.
 - (b) The Contractor shall be responsible for unloading of all FP components at the City of Winnipeg Maintenance Yard as directed by the City's representative, including the provision of all necessary labour, Materials and equipment to unload the components.

MEASUREMENT AND PAYMENT

- E24.7 Removal/salvaging, hauling, and unloading of the FP will be measured on a unit basis and paid for at the Contract Unit Price per unit item of "Remove Flag Poles". The number to be paid for will be the total number of flag poles removed in accordance with this Specification and accepted by the Contract Administrator.

E25. TRANSITION BARRIER WALL

DESCRIPTION

- E25.1 This Specification shall cover the construction of the Transition Barrier Wall located at the northwest corner in the Contract Drawings.
- E25.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, Materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.
- E25.3 The Contractor is to confirm all dimensions on-Site and notify the Contract Administrator of any conflicts prior to construction.
- E25.4 The Contractor shall be responsible for the supply, safe storage, and handling of all materials. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.

CONSTRUCTION METHODS

- E25.5 Concrete
- (a) Concrete properties shall be as follows unless otherwise noted:
 - (i) thirty-five (35) megapascals (MPa) minimum at twenty-eight (28) days;
 - (ii) class of exposure: C-1;
 - (iii) air content category: 1 (five percent (5%) to eight percent (8%));
 - (iv) aggregate max.: twenty (20) mm; and
 - (v) Curing Type: Type 3 – extended;
 - (b) Unless indicated otherwise the Contractor shall specify concrete slump appropriate with placement methods and site conditions. The Contractor specified slump must be shown on the certification letter and concrete delivery ticket;
 - (c) Unless noted otherwise concrete curing to conform to the latest edition CSA-A23.1-14 as follows:
 - (i) Type 3 – extended: seven (7) days wet curing at >10;
 - (d) Exposed concrete edges shall have a twenty (20) mm chamfer unless noted otherwise.
- E25.6 Reinforcing Steel
- (a) Reinforcing steel shall conform to the requirements of ASTM A1035 CM Grade 100 low carbon chromium steel. An acceptable product would be ChomX 9100, or other equivalent product as approved by the Contract Administrator.

- (b) A Shop Drawing of the barrier reinforcing steel is to be provided and approved by the Contract Administrator prior to construction of the barrier.
- (c) The reinforcing shown in the Drawing is intended to be schematic in nature. The reinforcing shall be dimensioned to fit field conditions.

E25.7 Formwork

- (a) Formwork materials shall conform to Canadian Standards Association (CSA) A23.1, and American Concrete publication SP4, "Formwork for Concrete".
- (b) The concrete form liner used for the transition barrier is to match the existing barriers and is to be approved by the Contract Administrator prior to barrier construction.

MEASUREMENT AND PAYMENT

- E25.8 Construction of the Transition Barrier Wall will be paid for at the Contract Lump Sum Prices for "Transition Barrier Wall". The payment will be considered full payment for supplying all Materials and for performing all operations herein described and all other items incidental to the Work.

E26. SUPPLY AND INSTALLATION OF METHYL METHACRYLATE AREA (MMA) MARKINGS

DESCRIPTION

- E26.1 This Specification covers the supply and installation of Methyl Methacrylate Area (MMA) Marking with Anti-Skid on concrete sidewalk for the northeast corner as outlined in the Drawings.

GENERAL

E26.2 Drawings and Manuals:

- (a) Drawings: CT-02;
- (b) Attached Manual: Appendix 'C' – *Applicable Instructions – MMAX Corundum Area Markings*; and
- (c) Attached Manual: Appendix 'D' – *MMAX Area Markings Preferential Lane Treatment Product Data*.

E26.3 Material:

- (a) MMAX – includes MMAX® Resin (teracotta), MMAX® Aggregate and Catalyst.

E26.4 Source:

- (a) PPG (Previously ENNIS-FLINT)

Available from:

PPG

Web: www.ppg.com/en-CA/

CONSTRUCTION METHOD

- E26.5 Where the MMA markings are to be placed, the surface of the concrete sidewalk must be texture grooved to a width of 0.3 m and a depth of 1.25 mm (min) to 2.5 mm (max). Note: The use of grooving equipment with gang stacked diamond cutting blades is required for texturing concrete sidewalk surfaces.

- E26.6 Prepare the concrete sidewalk surface in accordance with Manufacturer's application instructions and MMAX Area Markings Specification (see Appendix 'C' and 'D').

MEASUREMENT AND PAYMENT

- E26.7 Supply and installation of MMA marking with anti-skid will be measured on a length basis and paid for at the Contract Unit Price per metre for "Supply and Installation of MMA Markings with Anti-Skid". The length to be paid for will be the total number of m of MMA marking with anti-skid supplied and installed in accordance with this Specification, accepted and measured by the Contract Administrator.
- E26.8 Grooving and preparation of concrete sidewalk for MMA marking with anti-skid shall be included in the cost for "Supply and Installation of MMA Marking with Anti-Skid" and no separate measurement and payment will be made.

E27. BOLLARDS

DESCRIPTION

E27.1 General

- E27.1.1 The Work of this Section comprises the furnishings of all labour, equipment, services and materials required to complete the supply and installation of the bollards.
- E27.1.2 Two (2) types of bollards shall be used depending on the based installation. Type B1 is a permanent bollard that is directly buried into concrete installed bollard. Type B2 is a removable bollard with a threaded rod set into concrete and protrudes above ground.

MATERIALS AND EQUIPMENT

E27.2 Bollards

- E27.2.1 Two (2) types of bollards shall be used depending on the based installation. The two (2) approved products are:
- (a) Type B1 Bollard: MBO-1600-00001 supplied through Maglin Site Furniture; and
 - (b) Type B2 Bollard: MBO-1600-00002 supplied through Maglin Site Furniture.
- E27.2.2 Contractor to confirm powder coat colour with the Contract Administrator prior to ordering.

E27.3 Equipment

- E27.3.1 Equipment, tools and parts as per manufacturer's Specifications for each product in Appendix 'E' – *Bollards – MAGLIN_CUT_MBO-1600-00001 and MBO-1600-00002.*

CONSTRUCTION METHODS

- E27.4 Contractor to mark out bollard location on-Site for review and approval by the Contract Administrator prior to installation.
- E27.5 Installation of bollards as per manufacturer's specifications found in Appendix 'F' – *Bollards – MAGLIN_INSTALL_MBO-1600-SERIES.*
- E27.5.1 Type B1 to follow "Base Type B1".
- E27.5.2 Type B2 to follow "Base Type B2" for an existing concrete base after the pouring of the concrete sidewalk.
- (a) Drill hole into the concrete and epoxy the threaded rod in place.
 - (b) Ensure threaded rod is supported in a plumb position until rod is sufficiently set.
 - (c) Threaded rod to be kept clean of concrete or epoxy during install.

MEASUREMENT AND PAYMENT

- E27.6 Supply and installation of Type B1 and Type B2 bollards will be measured on a unit basis and will be paid for at the Contract Unit Price for:
- (a) "Supply and Install Type B1 Bollard"; and

(b) "Supply and Install Type B2 Bollard".

E27.7 Payments will be in accordance with the Drawings and Specifications and as measured and accepted by the Contract Administrator.

E28. HEATING AND HOARDING

E28.1 The project schedule is such that a significant portion of the Work must occur over the winter of 2024/2025, hence it is expected that heating and hoarding will be required to maintain the schedule. Heating and hoarding is expected to be required to raise the ambient temperature of the air, insitu materials, and new materials such that performance specifications are met. This will likely be required for major works such as waterproofing, structural concrete, and roadway/sidewalk concrete. The Contractor is to determine the extent of heating and hoarding required to meet the project schedule.

E28.2 Design temporary exterior site hoarding by a professional engineer licenced to practice in Manitoba. Submit shop drawings sealed by a professional engineer licenced to practice in Manitoba at least 5 Business Days prior to construction of hoarding for review.

E28.3 No separate measurement or payment will be made for the provision of heating and hoarding associated with this Specification.

E29. BUILDING PERMIT

E29.1 A building permit is required for this project.

The Contractor is responsible to apply for, pay for, obtain, post and close-out the development permit and building permit with the City of Winnipeg. All costs incurred will be incidental to the Contract. No payment will be made for this Section.

E30. TRAFFIC SIGNALS MATERIALS

E30.1 In addition to CW 3620 3.11.12, Joining of conduit will not be allowed except:

(a) Where joining of conduit is required for Convenience of Road Construction Sequencing with a maximum of one (1) joint per conduit.

E30.2 In place of CW 3620 3.11.13, joining of conduit shall use an approved oversize coupler to connect nominal size 38.1 mm (1.5 inches) or 50.8 mm (two (2) inches) LDPE pipe, IPEX Series 75, installation to follow manufacture's recommendations.

(a) Approved Products:

(i) Plasson Universal Slip Repair Coupler 60-64, Product Code: 176100060064 for use with nominal 50.8 mm (two (2) inches) LDPE; and

(ii) Plasson Universal Slip Repair Coupler 48-51, Product Code: 176100048051 for use with nominal 38.1 mm (1.5 inches) LDPE;

(b) Substitutes will not be allowed except:

(i) Where application has been made to and approval has been provided by Traffic Signals. The Contractor shall provide sufficient information and details to enable the Traffic Signals to determine acceptability.

E30.3 As per CW 3620 4.11.5, no measurement or payment shall be made for joining of conduit.

E30.4 Removal of CW 3620 2.10.1 (b) Conduit coupling pipe and gear clamps.

E31. SERVICE BOX PRE-CAST

DESCRIPTION

- E31.1 This Specification covers the use and installation of a service box pre-cast 431.8 mm (seventeen (17) inches) by seven hundred sixty-two (762) mm (thirty (30) inches) by 457.2 mm (eighteen (18) inches) and 330.2 mm (thirteen (13) inches) by 609.6 mm (twenty-four (24) inches) by 457.2 mm (eighteen (18) inches).

MATERIALS

- E31.2 Materials shall be as per Section 2 of CW 3620.

CONSTRUCTION METHODS

- E31.3 Install Pre-Cast Service Box in grass boulevards/medians, and hard surfaced medians or as shown on the Drawings or as directed by the Contract Administrator.
- E31.4 Fill bottom of excavation with compacted limestone base course material to set precast service box to grade.
- E31.5 Install Pre-Cast Service Box on top of the compacted granular fill material to pavement, sidewalk or boulevard finish grade.
- E31.6 All conduits must be bundled into a group in the centre of the Pre-Cast Service Box. Install plastic plugs prior to back fill.
- E31.7 Backfill around Pre-Cast Service Box exterior. Back fill shall conform to requirements of SD-342.
- E31.8 Pre-Cast Service box shall meet the grade of the sidewalk or boulevard given provided by Contract Administrator.

MEASUREMENT AND PAYMENT

- E31.9 Installation of Service Boxes shall be measured on a unit basis and paid for at the Contract Unit Price per unit for "Items of Work" listed below. The number of units to be paid for shall be the total number of Service Boxes installed in accordance with this Specification, accepted and measured by the Contract Administrator.
- (a) Service Box Pre-Cast.

E32. INSTALLATION OF EARLY OPEN CONCRETE BASES

DESCRIPTION

- E32.1 This Specification shall cover the installation of Early Open Concrete Bases.

MATERIALS

- E32.2 Supply concrete for bases in accordance with CW 2160, Table CW 2160.1 Design Requirements for Concrete Used for Underground Structures, for Type A Structures (monolithic sewers and reinforced structures).
- E32.3 Further to E32.2, the supplied concrete shall achieve a minimum compressive strength of twenty-two (22) MPa at forty-eight (48) hours.
- E32.4 City Supplied Materials shall be as per Section 2.10 of CW 3620 and E30.

CONSTRUCTION METHODS

E32.5 Construction Methods for the installation of Early Open Concrete Bases shall be as per Section 3.7 of CW 3620.

MEASUREMENT AND PAYMENT

E32.6 Installation of Concrete Bases shall be measured on a unit basis and paid for at the Contract Unit Price per unit for "Items of Work" listed below. The number of units to be paid for shall be the total number of concrete bases installed in accordance with this Specification, accepted and measured by the Contract Administrator.

(a) Items of Work:

- (i) Signal Pole Base Early Open – Type A;
- (ii) Signal Pole Base Early Open – Type OD;
- (iii) Signal Pole Base Early Open – Type G; and
- (iv) Signal Pole Base Early Open – Type J.

E32.7 Payment for the items of Work in this Section includes the supply and installation of ready mix or mixed concrete on-Site.

E32.8 Payment for the items of Work listed above includes the supply and installation of grounding rods (electrodes) installed with the concrete bases.

E32.9 Payment for the items of Work listed above includes boring.

E32.10 Payment for the items of Work listed above includes top ring forms.

E33. INSTALLATION OF PRE-CAST TYPE PM BASES

E33.1 Pre-Cast Type PM concrete bases shall be supplied by the Contractor including anchor bolts.

E33.2 Fabrication and installation shall be in accordance with SD-315.A.

E33.3 Payment of Pre-Cast Type PM bases shall be per base installed.

E33.4 No measurement or payment will be made for the supply of associated material or equipment associated with this Specification.