



THE CITY OF WINNIPEG

TENDER

TENDER NO. 7-2024

RESTORATION OF BOULEVARD STREET CUTS IN SOUTH AREA

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 RESTORATION OF BOULEVARD STREET CUTS IN SOUTH AREA

B2. SUBMISSION DEADLINE

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

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

B3. ENQUIRIES

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

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B6. SUBSTITUTES

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

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

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in their own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by their duly authorized officer or officers;

- (d) if the Bidder is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B9. PRICES

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

B9.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D35. Any such costs shall be determined in accordance with D35.

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

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

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

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

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

B10. DISCLOSURE

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

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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

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

that could or would be seen to:

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

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

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

B11.4 Without limiting B11.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

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

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
- (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

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

B12. QUALIFICATION

B12.1 The Bidder shall:

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

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

B13. BID SECURITY

- B13.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.
- B13.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B13.2(a).
- B13.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B17.1(a).
- B13.4 Bonds passing the verification process will be treated as original and authentic.
- B13.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B13.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B13.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bids will not be opened publicly.
- B14.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF BIDS

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

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation there from (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.
- B17.4.2 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;

- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B18.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D35 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. FORM OF CONTRACT DOCUMENTS

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

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of restoring multiple street cuts within boulevards, medians and other grassed areas with sod and/or topsoil and seed in the South Area of the City of Winnipeg.

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

- (a) Excavation and removal of excess subsoil material from the cut restoration area
- (b) Adjustment of Curb Stop Boxes and Adjustment of Valve Boxes in accordance with CW3210
- (c) Supply, placement and compaction of suitable backfill material in accordance with CW3110
- (d) Grading of cut restoration area in accordance with E4.4.2
- (e) Placement of topsoil, finish grading and rolling in accordance with CW3540
- (f) Placement of sod in accordance with CW3510, SD-243
- (g) Placement of seed in accordance with CW3520
- (h) Watering and rolling sod and seed in accordance with CW3510
- (i) Site Clean-up
- (j) Thirty (30) Day Maintenance Period, maintenance of sod and seed areas
- (k) Installation, replacement and/or regrading of patio blocks in accordance with CW3110, CW3330, SD-240A

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) **“Business Day”** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) **“Boulevard”** means the portion of a street on either side of a roadway but does not include a sidewalk, median or traffic island;
- (c) **“Calendar Day”** means the period from one midnight to the following midnight;
- (d) **“City”** means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (e) **“City Council”** means the Council of the City of Winnipeg;
- (f) **“Contract”** means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (g) **“Contract Administrator”** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) **“Contractor”** means the person undertaking the performance of the work under the terms of the Contract;
- (i) **“Cut”** means any excavation made or damage caused to a surface;
- (j) **“may”** indicates an allowable action or feature which will not be evaluated;
- (k) **“must”** or **“shall”** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (l) **“Person”** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (m) **“Proponent”** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (n) **“Round”** means portion of work that will be sent to contractors;
- (o) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;
- (p) **“Site”** means the lands and other places on, under, in or through which the work is to be performed;
- (q) **“Sod”** means turf grass sod with a mineral soil layer;
- (r) **“Submission or Qualification Submission”** means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (s) **“Submission Deadline”** means the time and date for final receipt of Submissions;
- (t) **“Substantial Performance”** shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;

- (u) **“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;
- (v) **“Work”** or **“Works”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:
Alex Tarasov
Supervisor of Right-of-Way Management
Telephone No. 204-794-4354
Email Address OTarasov@winnipeg.ca

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

D7. CONTRACTOR'S SUPERVISOR

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

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

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

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

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

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

D9. UNFAIR LABOUR PRACTICES

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

D10. FURNISHING OF DOCUMENTS

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

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on

business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D12. SAFE WORK PLAN

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

D12.2 The Safe Work Plan should 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 B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D13. INSURANCE

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

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

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 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.
- (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 least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, if applicable.

SCHEDULE OF WORK

D16. COMMENCEMENT

D16.1 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.

- D16.2 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 Safe Work Plan specified in D12;
 - (iv) evidence of the insurance specified in D13;
 - (v) the contract security specified in D14;
 - (vi) the Subcontractor list specified in D15; and
 - (vii) the direct deposit application form specified in D31
 - (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.
- D16.3 The Contractor shall not commence the Work on the Site before the Round Commencement Date indicated on the first Round.
- D16.4 For each site, the Contract Administrator will provide the Contractor with the permit number, location, scope of work, and restoration size. If the Contractor disagrees with the information provided, they are to contact the Contract Administrator before proceeding with the Work.
- D16.5 Approvals for restoration limit changes will not be given retroactively and all costs incurred by the Contractor by exceeding restoration limits without approval will be borne by the Contractor.
- D16.6 All changes to restoration limits need approval from the Contract Administrator or designate in form of an email.
- D16.7 Locations impacted by construction prior to or during the restoration process are to be communicated to the Contract Administrator or designate in form of an email.
- D17. WORK SCHEDULE**
- D17.3 The Rounds supplied by the Contract Administrator shall be the schedule for the Work.
- D18. SCHEDULING OF THE WORK**
- D18.3 Appendix "A" is an example of the Rounds to be provided to the Contractor.
- D18.4 Rounds:
- (a) The first Round will be delivered to the Contractor no later than two (2) Business Days prior to the Round Start.
 - (b) Round Periods will normally be from two (2) to six (6) weeks in duration.
 - (c) Each Round list will specify the "Round Start Date" and "Round Completion Date". The Round Start Date will follow the specified Round Completion Date of a preceding Round.
 - (d) There may be a lapse period between Rounds. Therefore, a Round Start Date may not immediately follow the Round Completion Date of the previous Round.
 - (e) The locations on each Round list will be grouped by subzone.
 - (f) The Final Round will not have a Round Completion Date past the date specified in Total Performance.
- D18.5 Failure to achieve completion of a Round by the specified Round Completion Date will not result in the subsequent Round Start Date being delayed.
- D18.6 The following is a preliminary schedule for the Rounds.

Round Number	Round Start Date	Round Completion Date
S1	May 21, 2024	June 6, 2024
S2	June 10, 2024	June 24, 2024
S3	June 26, 2024	July 15, 2024
S4	July 17, 2024	July 31, 2024
S5	August 2, 2024	August 20, 2024
S6	August 22, 2024	September 6, 2024
S7	September 10, 2024	September 24, 2024
S8	September 26, 2024	October 10, 2024

D18.7 The Contract Administrator will visit each location prior to providing the Round list to the Contractor and will mark out the limits of the Work required to complete the restoration. The Contract Administrator will measure the area marked out at each location and record the quantities on the Round list.

D18.8 The Contractor shall use the field markings and the quantity shown on the Round list(s) to complete the restorations. No measurement for payment will be made for materials placed outside the limits of the Work, for each location.

D18.9 Where the field markings are not visible the Contractor may make arrangements with the Contract Administrator to have the locations marked. The absence or visibility of the field markings will not alter the conditions of measurement described in D18.8.

D18.10 Where the Contractor is of the opinion that there is a discrepancy between the quantity and the amount of material required to complete the restoration for a location on a Round, the Contractor shall make a request that the Contract Administrator review the location. The location will be adjusted at the Contract Administrator's discretion, the location will be marked and the quantity will be revised as necessary to reflect any corresponding adjustment.

D19. EXTENSION OF ROUND COMPLETION DATES

D19.3 Round Periods are established on the basis of the actual work not exceeding an average daily rate of sod placed per day, for each Section. The rate is as follows:

Rate (sq.m./day)
150

D19.4 Should the actual revised amount of sod to be placed, including any additions in accordance with D20, to complete a Round be greater than the average daily rate multiplied by the Round Period, the Round Completion Date shall be extended in accordance with the example in D19.5

D19.5 Example Calculation

Round Commencement Date = July 2
 Round Completion Date = July 29
 Round Period = 20 days (Working Days)
 Average Daily Rate = 150 sq.m./day
 Total Permit Quantity = 3,255 sq.m.
 Total Revised Inspector Quantity = 3,045 sq.m.

Round Period(days)	X	avg. daily rate(sq.m./day)	=	Round Period Maximum quantity
20	X	150	=	3000 sq.m.

Total revised Inspector quantity	-	Round Period maximum quantify	=
3,045	-	3,000	= 45 sq.m.

In this example the Round Completion Date would be extended by:

Round Period maximum quantity /average daily rate	=	Quantity over maximum
45 / 150	=	0.30

fractions of a day will be rounded up to a full day, therefore extension = one (1) day.

D19.6 Further to C16, only long term inclement weather, will be considered with respect to adjusting the Work Schedule, as determined by the Contract Administrator. The Contractor shall improve their methods, increase their plant and employ additional or more qualified labour as necessary to ensure that the Work is kept on schedule.

D20. SHORT NOTICE RESTORATIONS

D20.3 Short Notice Restorations shall be completed as specified in E3. Short Notice Restorations will be limited to a maximum of two (2) in any week where the locations are not in the same subzone, and four (4) in any week where two or more of the locations are in the same subzone and are assigned to the Contractor at the same time. Locations assigned as Short Notice Restorations may or may not be on a current Round.

D21. DIMINUTION

D21.3 Further to C7.5 of the General Conditions, the major components of the Work intended to be done under the Contract are estimated based on the summation of:

- (a) The total unrestored mud cut quantities on Cut Permits for each Section issued by the City prior to bid preparation; and
- (b) The total mud cut quantities on Cut Permits for each Section issued by the City following bid preparation that are deemed ready for restoration by the Contract Administrator.

D21.4 The quantity for seeding required is proportional to the quantity of sod.

D21.5 Notwithstanding C7.5, no claim shall be made for damages on the ground of loss of anticipated profit on Work diminished or on any other ground should the value of the Contract Price be diminished by an amount exceeding fifty percent (50%) as a result of the major components of the Work as identified in D21.3 not meeting the estimated approximate quantities for each Section on Form B: Prices.

D22. CRITICAL STAGES

D22.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Each Round shall be completed by the Round Completion Date adjusted as required in accordance with D19.

D23. SUBSTANTIAL PERFORMANCE

- D23.1 The Contractor shall achieve Substantial Performance by October 2, 2024.
- D23.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D23.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D24. TOTAL PERFORMANCE

- D24.1 The Contractor shall achieve Total Performance by October 4, 2024.
- D24.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D24.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D25. LIQUIDATED DAMAGES

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

(a) Each Round – seven hundred fifty dollars (\$750.00);

- D25.2 If the Contractor fails to achieve completion of the Final Round by its Round Completion Date, and the weather prevents the Contractor from completing the Final Round in the current year, then the Contractor shall pay the City an amount to be calculated as follows:

Total the revised quantities of the locations on the Final Round that were not completed.

Divide the total by the average daily rate specified in D19.3 and round to the next nearest whole number. Example 3.2 will be rounded to 4.

Multiply the number by the amount fixed in D25.1(a).

- D25.3 The amounts specified for liquidated damages in D25.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve, Critical Stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D25.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D26. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D26.1 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.

- D26.2 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.
- D26.3 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 a Supply Chain Disruption, including but not limited to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D26.4 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 D26.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D26.5 The Work schedule, including the durations identified in D22 to D24 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D26.6 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.
- D26.7 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.

D27. SCHEDULED MAINTENANCE

- D27.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sod Maintenance as specified in CW 3510-R10;
 - (b) Seed Maintenance as specified in CW 3520-R7;
- D27.2 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

D28. JOB MEETINGS

- D28.1 Regular biweekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D28.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D29. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D29.1 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).

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

D30.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

MEASUREMENT AND PAYMENT

D31. PAYMENT

D31.1 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.

WARRANTY

D32. WARRANTY

D32.1 Notwithstanding C13, Warranty does not apply to this contract.

DISPUTE RESOLUTION

D33. DISPUTE RESOLUTION

D33.1 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 D33.

D33.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D33.3 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.

D33.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

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

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

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

- D33.4.1 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.
- D33.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D33.4.3 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.
- D33.4.4 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 D33.4.3, 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

D34. INDEMNITY

- D34.1 Indemnity shall be as stated in C17.
- D34.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D34.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D35. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D35.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D35.2 Further to D35.1, in the event that the obligations in D35 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D35.3 For the purposes of D35:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D35.4 Modified Insurance Requirements
- D35.4.1 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.
- D35.4.2 If not already required under the insurance requirements identified in D13, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D35.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D35.4.4 Further to D13.4, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D35.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D35.5 Indemnification By Contractor
- D35.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

- D35.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D35.6 Records Retention and Audits

D35.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D35.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D35.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D35.7 Other Obligations

D35.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D35.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D35.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.

D35.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D35.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts,

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

D35.7.6

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

FORM H1: PERFORMANCE BOND
(See D14)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____.)

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

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

TENDER NO. 7-2024

RESTORATION OF BOULEVARD STREET CUTS IN SOUTH AREA

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. 7-2024

RESTORATION OF BOULEVARD STREET CUTS IN SOUTH AREA

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
 - (ii) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (iii) 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;
 - (iv) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

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

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

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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 B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.
- E1.4 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
CW 1120	Existing Services, Utilities and Structures
CW 1130	Site Requirements
CW 3110	Sub-grade, Sub-base and Base Course Construction
CW 3210	Adjustment of Pavement and Boulevard Structures
CW 3235	Renewal of Existing Miscellaneous Concrete Slabs
CW 3510	Sodding
CW 3520	Seeding
CW 3540	Top Soil

GENERAL REQUIREMENTS

E2. TRAFFIC CONTROL

- E2.1 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 or by the Traffic Services Branch of the City of Winnipeg. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
- E2.2 In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to place, maintain, and remove all regulatory signs and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:
- Parking restrictions,
 - Stopping restrictions,
 - Turn restrictions,
 - Diamond lane removal,
 - Full or directional closures on a Regional Street,

- (f) Traffic routed across a median,
 - (g) 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.
 - (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.
- E2.3 Further to E2.2(c), the Contractor shall make arrangement with the Traffic Services Branch of the City of Winnipeg to supply regulatory signs as required.
- E2.4 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- E2.5 Further to E2.2(c) and E2.2(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. At this time the Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E2.6 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.
- E2.7 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services Branch may be engaged to perform the Traffic Control. In this event the Contractor shall bear the costs associated charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works undertaken by the Contractor.

E3. MOBILIZATION AND DEMOBILIZATION PAYMENT

DESCRIPTION

- E3.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the project location(s).
- E3.2 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.
- E3.3 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

- E3.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
 - (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
 - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
 - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
 - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site(s);
 - (v) Other job related items.

- (b) Demobilization shall include, but not be limited to:
 - (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;
 - (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
 - (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;
 - (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.

MEASUREMENT AND PAYMENT

- E3.5 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.
- E3.5.1 Further to B9, B17, C12 and E3.5, should the lump sum price exceed 5% of the Total Bid Price the lump sum price will be reduced to 5% of the Total Bid Price, the Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.
- E3.6 Payment for Mobilization:
 - (a) 60% of the lump-sum price will be paid to the Contractor for Mobilization on the first Progress Estimate for the Contract.
- E3.7 Payment for Demobilization:
 - (a) The remaining 40% of the lump-sum price will be paid upon:
 - (i) Restoration of the site and/or sites to the satisfaction of the Contract Administrator;
 - (ii) Distribution of the Declaration of Total Performance.
- E3.8 Mobilization and Demobilization will be paid only once (to a maximum of 100%), regardless of the number of times the Contractor mobilizes to the site and/or sites.

E4. BOULEVARD RESTORATIONS

E4.1 DESCRIPTION

- E4.1.1 This Specification shall cover the preparation of the boulevard cuts, the supply and placing of cultivated sod, and seeding.
- E4.1.2 Referenced Standard Construction Specifications
 - (a) CW 1130 – Site Requirements
 - (b) CW 3510 – Sodding
 - (c) CW 3520 – Seeding
 - (d) CW 3110 – Sub-grade, Sub-base and Base Course Construction
 - (e) CW 3540 – Topsoil and Finish Grading for Establishment of Turf Areas

E4.2 MATERIALS

- E4.2.1 Testing and supply of cultivated turf grass sod and topsoil shall be in accordance with CW 3510.
- E4.2.2 Grass seed shall be supplied in accordance with CW 3520.
- E4.2.3 Backfill
 - (a) Suitable site material as approved by the Contract Administrator or imported fill material supplied in accordance with CW 3110, shall be used for backfill material.

The material used as backfill shall be free of wood, vegetation, concrete or asphalt rubble, and all stones larger than 25mm in diameter.

E4.2.4 Topsoil shall be supplied in accordance with CW 3540

E4.2.5 Fertilizer shall be supplied in accordance with CW 3540

E4.3 EQUIPMENT

E4.3.1 Track equipment shall not be used.

E4.3.2 Grading/Excavation

- (a) The Contractor shall use a wheeled excavator capable of directly loading and unloading materials from delivery/hauling equipment to the cut restoration site.

E4.4 CONSTRUCTION METHODS

E4.4.1 Compaction:

- (a) The existing in situ material and any placed backfill material shall be mechanically compacted to the satisfaction of the Contract Administrator.
- (b) Compaction of the backfill shall be accomplished by mechanical means. Acceptable methods shall include tamping with a wheel excavator bucket, using a machine mounted pneumatic plate compactor or using a drum compactor.

E4.4.2 Grading:

- (a) Grading of the boulevards to receive sod/seed shall be understood to mean the required excavation or backfilling so that the boulevards and medians, after compaction, are at a uniform depth of 100mm below finished boulevard grade.
- (b) Backfill material shall be compacted to a minimum of 90% Standard Proctor Density.
- (c) Where the existing elevation of the cut restoration area is such that it would be necessary to exceed the limits for excavation or backfill specified herein, the Contractor shall immediately notify the Contract Administrator who will make arrangements to have the backfill material adjusted to the specified limits by others.
- (d) The Contractor shall not deposit or stockpile excavated material in the right-of-way.
- (e) Grading of boulevards shall include the removal of existing material up to 600mm above the finished boulevard grade and excavation to achieve a uniform grade 100mm below finished boulevard grade.
- (f) Grading of boulevards shall include all backfilling up to a vertical height of 300mm to reach a uniform grade 100mm below finished boulevard grade.
- (g) In cases where the Work includes a boulevard in that make up all or portion of a ditch must be graded to match the existing ditch slope and drainage to achieve a surface drainage to match surrounding existing slope and drainage.

E4.4.3 Disposal of Material:

- (a) Disposal of unused excavated material shall comply with Section 3.4 of CW 1130 of the Standard Construction Specifications

E4.4.4 Topsoil and Finish Grading:

- (a) Preparation, placing, and finishing grading of the topsoil shall be completed in accordance with Specification CW 3540.
- (b) To prevent the formation of depressions or water pockets, the Contractor shall smooth out any undulations or irregularities in the topsoil surface prior to placing the sod.
- (c) The Contractor shall not deposit or stockpile topsoil on a paved surface.

E4.4.5 Placement of Sod/Seed:

- (a) The sod shall be placed in accordance with CW 3510.

- (b) Seed shall be place in accordance with CW 3520.
- (c) Notwithstanding the last three paragraphs of Clause 3.5 of CW 3510, sod and seed shall be placed in accordance with this specification after September 15.
- (d) After September 15, consideration will be given to each location's probable exposure to winter street maintenance activities. Locations where high exposure is predicted, such as regional streets and collector/bus route streets, especially where the Cut is in close proximity to the roadway, may be omitted.
- (e) Where the termination of the sod/seed maintenance period is not achieved in accordance with this specification in the same year it is place, the Contractor shall be responsible for replacement of any sod/seed damaged over the winter due to winter-kill, ice damage, sand/salt applications on adjacent streets or from snow removal or spring clean-up equipment.

E4.4.6 Watering and Rolling:

- (a) Watering and rolling shall be in accordance with CW 3510.

E4.4.7 Seeding:

- (a) As directed by the Contract Administrator damaged boulevard areas in the vicinity of boulevard cuts or boulevard cuts in areas with the existing surrounding boulevard has little to no turf will be corrected by seeding as follows:
- (b) Topsoil shall be spread to a compacted depth of not less than 50mm for boulevard damages and not less than 100mm for cut restorations. Grass seed shall be sown at a rate of 100grams per 10 square metres (1.0kg per 100sqm). The Contractor shall sow the seed into the approved seed bed by using seeding equipment suitable for the area involved and to the satisfaction of the Contract Administrator. Seed shall be embedded into the soil to a depth of 5mm within one (1) hour of sowing. All seeded areas shall be rolled with a mechanical roller of minimum weight of 220kg and a minimum width of 760mm to a uniform even surface, level with adjoining curbs, sidewalks, or sod.
- (c) Water shall be applied in sufficient quantities and frequencies to obtain seed germination and growth. Watering shall be controlled to prevent seed washout.
- (d) No seeding shall be done on frozen soils, or when any other conditions unfavourable to the successful seed germination exist.

E4.4.8 Restoration of Gas Service Inspection Holes:

- (a) Where new communication plant is installed in developed areas, inspection holes are often made where the new plant crosses existing gas services to inspect for damages. The diameter of these holes is normally less than 300mm. Sand or other granular material is sometimes used to backfill these holes. Restoration of these holes with seed includes the replacement of sand or granular backfill with topsoil to a minimum depth of 150mm below finished grade.

E4.4.9 Precast Concrete Sidewalk Blocks

- (a) Adjustment and Supply of Precast Concrete Sidewalk Blocks shall be in accordance with CW 3235.

E4.4.10 Commencement of Thirty (30) Day Maintenance Period:

- (a) Immediately after the sod/seed has been place to the satisfaction of the Contract Administrator, the Contractor shall provide and pay for continuous maintenance of the sodded/seeded area until the criteria specified for termination of the maintenance period in this specification has been met.
- (b) The Contract Administrator will not allow the Thirty (30) Day Maintenance Period to commence until the following requirements are met:
 - (i) The cultivated turf grass sod supplied meets the seed mixture requirements specified in this specification.

- (ii) The topsoil supplied meets the consistency specified in CW 3540.
 - (iii) The sod is free of bare and dead spots.
 - (iv) The cultivated turf grass sod does not contain more than 10 broadleaf weeds per 50 square metres.
 - (v) Sodded and or seeded areas have been rolled to form a firm, uniform even surface level with adjoining areas.
 - (vi) The sod shall have sufficient shoot density that no surface soil is visible within sod.
 - (vii) The height of the top growth of the sod is between 50 – 60mm.
 - (viii) The sodded and or seeded area is free of any visual obstructions such as leaves.
 - (ix) Sodded area is free of any turf damaging insects.
- (c) Any deficient, damaged, or vandalized areas shall be resodded or reseeded by the Contractor within five (5) working days after receiving notification from the Contract Administrator and the area so resodded or reseeded, shall be further maintained until it meets the criteria specified in this specification.
- (d) All costs associated with resodding or reseeded shall be borne by the Contractor.
- (e) In situations where the commencement of the Thirty (30) Day Maintenance Period is not granted by the Contract Administrator before the end of a growing season, the Thirty (30) Day Maintenance Period will commence on May 15 of the following year or such date as is mutually agreed upon by all parties, at which time all sodded and or seeded areas must meet the requirements listed above.

E4.4.11

Maintenance of Sodded and Seeded Areas:

- (a) Immediately after the sod and or seed have been placed to the satisfaction of the Contract Administrator, the Contractor shall provide and pay for the continuous maintenance of the sodded and or seeded area until the criteria specified for termination of the maintenance period in this specification has been met.
- (b) The Contractor shall mow at regular intervals to a height of between 50 – 60mm. No more than thirty percent (30%) of the grass height shall be cut at any one mowing. Remove clippings that will smother grassed areas.
- (c) The Contractor shall water sodded and or seeded areas in sufficient quantities and frequencies required to obtain root development and sod growth and seed germination and grass growth.
- (d) Any damage which may occur through washout of the soil during the maintenance period shall be repaired and maintained until it meets the criteria specified in this specification.
- (e) The Contractor shall clean and remove all dead vegetation, leaves, debris, and snow mold from sodded and seeded areas to encourage healthy and uniform grass growth.
- (f) Given the need for weed control, the Contractor shall have in possession a Pesticide Applicator's License and Pesticide Use Permit for pesticide applications related to this specification.
- (g) The Contractor shall apply herbicide when broadleaf weeds start developing in competition with grass. Apply herbicide in accordance with the City of Winnipeg Weed Control Standards and Procedures, manufacturer's instructions, and the Manitoba Agriculture Guide to Crop Protection and Herbicide Recommendations for Landscape Applicators, latest editions and the following criteria:
 - (i) Use 2,4-D Amine or MCPA Amine herbicide for susceptible broadleaf weeds.
 - (ii) Use a mixture containing 2,4-D Amine of MCPA Amine, Mecoprop and Dicamba for 2,4-D resistant plants.
 - (iii) Do not apply to newly seeded turf until after the second or third mowing.
 - (iv) Do not apply within 24 hours after application.

- (v) Apply when winds are less than 20km/h and air temperature is above 10 degrees Celsius.
- (vi) Avoid use of pure Dicamba solutions near trees and shrubs.
- (h) Given the need for insect control, the Contractor shall have in their possession a Pesticide Applicator's License and Pesticide Use Permit for pesticide applications related to this specification. Use standard commercial products in accordance with the manufacturer's instructions and the Manitoba Agriculture Guide to Crop Protection (latest edition) for the particular insect/insects involved.
- (i) Copies of the Pesticide Applicator's License and the Pesticide Use Permit must be submitted to the Contract Administrator prior to commencement of pesticide application.
- (j) All persons handling insecticides shall be fully aware of toxicological rules and regulations governing their use.
- (k) The Contractor shall inform the Contract Administrator immediately of any dangerous occurrence.

E4.4.12 Spring Clean-Up

- (a) Where termination of the sod maintenance period has not been achieved in accordance with this specification prior to the end of a growing season, regardless of when the sod and or seed was placed, the Contractor shall complete all operations related to the clean-up of the work area in the following spring. This shall include the cleaning and removal of all dead vegetation, leaves, debris, snow mold, and any sand or gravel resulting from winter sanding/de-icing operations from turf areas to encourage healthy and uniform grass growth.
- (b) All costs for spring clean-up operations shall be borne by the Contractor if in the previous year; the termination of the maintenance period in accordance with this specification was not achieved in that same year.

E4.4.13 Termination of Maintenance Period

- (a) The Contract Administrator will terminate the maintenance period for sodded and seeded areas after the following criteria has been met:
 - (i) The certified seed sowed meets the requirements specified in this specification.
 - (ii) The work site is clean and the sodded and seeded areas are free of any visual obstructions such as leaves.
 - (iii) The seeded area has been rolled and has a firm, uniform even surface.
 - (iv) The sodded and seeded areas are free of bare and dead spots and without more than 10 broadleaf weeds per 50 square metres.
 - (v) Grass roots are well anchored into the underlying topsoil and the sodded and seeded areas have established into a healthy, vigorously growing condition.
 - (vi) Sodded areas are free of visible joints.
 - (vii) The sodded and seeded areas have sufficient shoot density that no surface soil is visible when the grass has been cut to a height of 50 – 60mm.
 - (viii) Sodded and seeded area has been cut to a height of 50 – 60mm within two working days before the final inspection.
 - (ix) Sodded and seeded areas is free of any turf damaging insects.
- (b) When the Contractor considers that the sodded and seeded areas meet the criteria listed above, they shall arrange the inspection of the Work with the Contract Administrator. Any deficient, damaged, or vandalized areas shall be resodded or reseeded by and at the sole expense of the Contractor with five (5) working days after receiving notification from the Contract Administrator and the area so resodded and reseeded, shall be further maintained until it meets the criteria specified in this specification.

E4.4.14 The City may reduce any payment to the Contractor by the amount owed to the City.

- E4.4.15 Site Clean-Up:
- (a) During both the placement and maintenance of sod and seed, all sidewalks, streets, approaches, driveways, and properties near the sodding and seeding operations shall be kept clean at all times by the Contractor.
 - (b) Upon completion of the project, the Contractor shall immediately remove all excess material, debris, and equipment from the work site.
- E4.4.16 Short Notice Restorations
- (a) The Contract Administrator may direct the Contractor to have a specific location in the Area sodded/seeded on short notice. Upon receipt of such notice the Contractor is to have the identified location sodded/seeded in accordance with this specification within forty-eight (48) hours of the notification.
 - (b) Where the Contractor fails to complete a short notice restoration within the period specified, the Contract Administrator may arrange to have the restoration completed by others and deduct the costs thereof from any payment to be made to the Contractor.
- E4.4.17 Restricted Access Sodding
- (a) The access to some of the locations identified to be sodded may be restricted to smaller equipment and approved by the Contract Administrator as the only means of access. The Contractor shall use the size and type of equipment that permits the restoration to be done without causing any damage to the surrounding surfaces or structures at the site. All damages caused by the Contractor's negligence, carelessness, or failure to use the appropriate equipment shall be repaired to the satisfaction of the Contract Administrator at the Contractor's expense.
- E4.5 MEASUREMENT AND PAYMENT
- E4.5.1 Sodding:
- (a) Sodding will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Sodding" classified into one of the categories listed in the items of work below. The area to be paid for will be the total number of square metres of sod supplied, placed, and maintained in accordance with this specification, accepted, and measured by the Contract Administrator, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this specification.
 - (b) No measurement will be made for sod placed outside the limits of placement directed by the Contract Administrator, or for sod placed that does not meet the requirements for the commencement of the Thirty (30) Day Maintenance Period.
- E4.5.2 Items of Work:
- (a) Sodding
 - (i) area greater than or equal to 4 and less than or equal to 8
 - (ii) area greater than 8 and less than or equal to 15
 - (iii) area greater than 15 and less than or equal to 40
 - (iv) greater than 40
 - (b) Short Notice Sodding
 - (c) Restricted Access Sodding
- E4.5.3 The minimum area for each location will be four (4) square metres.
- E4.5.4 Payment for Sodding shall be in accordance with the following:
- (a) Fifty percent (50%) of quantity following supply and placement
 - (b) Remaining fifty percent (50%) of quantity following termination of the maintenance period for all locations listed in this Tender.

- E4.5.5 Seeding:
- (a) Supply, placement, and maintenance of seed will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Seeding". The area to be paid for will be the total number of square metres seeded and maintained in accordance with this specification, accepted, and measured by the Contract Administrator, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification.
 - (b) No measurement will be made for seeding placed outside limits of placement directed by the Contract Administrator or for seeding placed that does not meet the requirements for the commencement of the Thirty (30) Day Maintenance Period.
- E4.5.6 Grading:
- (a) Grading of boulevards to receive sod under this specification shall be incidental to the cost of sodding and will not be measured for payment.
 - (b) Grading of boulevards to receive seed will be measured on an area basis and shall be paid for at the Contract Unit Price per square metre for "Grading". The area to be paid for shall be the total number of square metres graded in accordance with this Specification and accepted by the Contract Administrator, as computed from measurements made by the Contract Administrator, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the Work included in this specification.
- E4.5.7 Compaction:
- (a) Compaction of in-situ material and any placed backfill material under this specification shall be incidental to the cost of sodding and will not be measured for payment.
- E4.5.8 Precast Concrete Sidewalk Blocks:
- (a) Adjustment of existing Precast Concrete Sidewalk Blocks will be measured on a per unit basis and paid for at the Contract Price per each for "Adjustment of Precast Sidewalk Blocks" The amount to be paid for will be the total number of blocks identified by the Contract Administrator prior to commencement of work.
 - (b) Removal, supply, and placement of Precast Concrete Sidewalk Blocks will be measured on a per unit basis and paid for at the Contract Price per each for "Supply of Precast Sidewalk Blocks". The amount to be paid for will be the total number of blocks identified by the Contract Administrator prior to commencement of work.

E5. WATER OBTAINED FROM THE CITY

- E5.1 Further to clause 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.

E6. PROTECTION OF EXISTING TREES

- E6.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees with the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.

- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
 - (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E6.2 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.
- E6.3 No separate measurement or payment will be made for the protection of trees.

APPENDIX A

EXAMPLE OF CONTRACTOR ROUND LIST

