



THE CITY OF WINNIPEG

TENDER

TENDER NO. 294-2025

Lagimodiere Twin Overpasses Over CPKC Keewatin: Temporary Pavement Works

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 Lagimodiere Twin Overpasses Over CPKC Keewatin: Temporary Pavement Works

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 13th, 2025.
- B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.
- B3.2 The Bidder is advised that at no time can the Bidder access any other private owned property including CPKC right of way unless authorized by the Contract Administrator in writing.
- B3.3 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

B6. ADDENDA

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

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

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

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

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

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

B7. SUBSTITUTES

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

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

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

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

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

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

B8. BID COMPONENTS

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

B9. BID

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

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

B10. PRICES

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

B11. DISCLOSURE

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

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

- B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the Tender process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the Tender process) of strategic and/or material relevance to the Tender process or to the Work that is not available to other bidders and that could or would be seen to give that Bidder an unfair competitive advantage.
- B12.3 In connection with their Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of their employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Bidder if the Bidder, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

- B13.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and D8)

- B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>).

- B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

- B13.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

BID SECURITY

- B14.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available at: <https://www.winnipeg.ca/media/4929/>.
- B14.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B14.2(a).
- B14.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

- B15.1 Bids will not be opened publicly.
- B15.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities

having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

B16. IRREVOCABLE BID

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

B17. WITHDRAWAL OF BIDS

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

B18. EVALUATION OF BIDS

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 SPEC NOTE: Replace Total Bid Price with "evaluated Bid Price" where evaluation criteria will be used to add to or subtract from the Total Bid Price to reflect other costs. Include any and all other criteria that will be used to evaluate Bids.
- B18.3 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.4 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B18.5 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.5.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.5.2 Bidders are advised that the calculation indicated in B18.5 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B19.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2025 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 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:

(a) Temporary Pavement Work

- (i) Construction of two median crossings on Lagimodiere Boulevard between the CPKC Keewatin/Concordia Avenue overpasses and Grassie Boulevard
- (ii) Construction of one median crossing on Lagimodiere Boulevard between the CPKC Keewatin/Concordia Avenue overpasses and Almey Avenue
- (iii) Construction of two median crossings on Concordia Avenue, one between the Lagimodiere Boulevard overpasses and the west ramp intersection and one between the Lagimodiere Boulevard overpasses and the east ramp intersection
- (iv) Shoulders improvements of Concordia Avenue within the vicinity of Lagimodiere Boulevard overpasses.
- (v) Construction of Lagimodiere Blvd temporary northbound exit ramp boulevard crossing

(b) The major components of the Work are as follows:

- (i) Provision of temporary traffic control including development and submission of Traffic Management Plans for approval by the Contract Administrator.
- (ii) Removal of curb
- (iii) Asphalt pavement removal
- (iv) Excavation and subgrade preparation
- (v) Installation of culverts
- (vi) Placing geotextile, geogrid, sub-base and base course materials
- (vii) Placing asphalt pavement
- (viii) Ditch excavation
- (ix) Salt tolerant grass seeding and pavement erosion control blanket
- (x) Load, haul and placement of portable concrete barriers
- (xi) Remove and salvage aluminum balanced barrier

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) **“Payment Certification”** means the Contract Administrator’s statement of the sums certified to be paid by the City to the Contractor with reference to its interim and final progress estimates and/or the Contractor’s Proper Invoice;
- (b) **“Proper Invoice”** means the definition within *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto, and also includes the criteria to be included in an invoice, as set out in the Measurement and Payment provisions of the Contract;
- (c) **“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.
- (d) **“The Builders’ Liens Act”** or **“the BLA”** means *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is Tetra Tech, represented by:

Jeff Crang, PEng, PTOE
Senior Transportation Engineer
Telephone No. 431-554-5718
Email Address jeff.crang@tetrattech.com

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

D7. CONTRACTOR'S SUPERVISOR

- D7.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D7.2 At least two (2) Business Days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D7.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D9. UNFAIR LABOUR PRACTICES

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.

- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. FURNISHING OF DOCUMENTS

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

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

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

D12. SAFE WORK PLAN

- D12.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D12.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D12.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D13. INSURANCE

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

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) 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) all risks property insurance for Contractor's equipment and tools to be used in the connection of the works.

D13.2 Deductibles shall be borne by the Contractor.

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

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

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

D14. CONTRACT SECURITY

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

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; and
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.

D14.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety's Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
 - (i) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
 - (ii) L&M Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4836/>

- D14.1.2 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).
- D14.1.3 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.
- D14.1.4 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

D15. SUBCONTRACTOR LIST

- D15.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, if applicable.

D16. DETAILED WORK SCHEDULE

- D16.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, as applicable.
- D16.2 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work and;
 - (b) a daily manpower schedule for the Work
- all acceptable to the Contract Administrator.

D16.3 Further to D16.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D16.4 Further to D16.2(b), the daily manpower schedule shall list the daily number of individuals on the Site for each

D17. COMMENCEMENT

D17.1 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.

D17.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D11;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D7.2.
 - (iv) the Safe Work Plan specified in D12;
 - (v) evidence of the insurance specified in D13;
 - (vi) the contract security specified in D14;
 - (vii) the subcontractor list specified in D15;
 - (viii) the detailed work schedule specified in D16;
 - (ix) the direct deposit application form specified in D28;
 - (x) the Contractor's approved Traffic Management Plans in accordance with E4.
- (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.

D17.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D17.4 The City intends to award this Contract by July 9, 2025,

D17.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D18. WORKING DAYS

D18.1 Further to C1.1(tt);

D18.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record their assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that they agree with the Contract Administrator's determination of the Working Days assessed for the report period.

D18.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.

D18.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D19. RESTRICTED WORK HOURS

- D19.1 Further to 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.
- D19.2 The northbound and southbound median traffic lanes on Lagimodiere Boulevard during the morning peak period (07:00 – 09:00) and during the afternoon peak period (15:00 – 18:00) are to be maintained during construction of the median crossings, closures will not be permitted.

D20. SUBSTANTIAL PERFORMANCE

- D20.1 The Contractor shall achieve Substantial Performance within twenty (20) consecutive Working Days of the commencement of the Work as specified in D17.
- D20.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D20.3 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.

D21. TOTAL PERFORMANCE

- D21.1 The Contractor shall achieve Total Performance within twenty-five (25) consecutive Working Days of the commencement of the Work as specified in D17.
- D21.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D21.3 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.

D22. LIQUIDATED DAMAGES

- D22.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – Two Thousand Five Hundred dollars (\$2,500);
 - (b) Total Performance – One Thousand dollars (\$1,000).
- D22.2 The amounts specified for liquidated damages in D22.1 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.
- D22.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D23. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D23.1 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.
- D23.2 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 equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D23.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate s.
- D23.4 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 D23.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D23.5 The Work schedule, including the durations identified in D19 to D21 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.
- D23.6 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.
- D23.7 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.

CONTROL OF WORK

D24. JOB MEETINGS

- D24.1 Regular weekly job meetings will be held at the site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D25.1 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).

D26. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D26.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

INVOICES, MEASUREMENT AND PAYMENT

D27. MEASUREMENT AND PAYMENT

- D27.1 C12.2 is deleted and replaced with the following:

C12.2 The amounts to be paid by the City to the Contractor shall be as set out in the Payment Certification. In the event the Payment Certification does not align with the Contractor's Proper Invoice and payment by the City to the Contractor is not made, or not going to be made, for the invoiced amount within 28 Calendar Days of receipt of the Proper Invoice, the City will issue a notice of non-payment to the Contractor in accordance with the BLA.

C12.2.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.

C12.2.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices, if applicable, but in any event the lump sum price broken down into the percentage completed for each portion of the Work, commonly referred to as detailed prices.

- D27.2 C12.7 to C12.15 are deleted and replaced with the following:

C12.7 By the seventh (7) Calendar Day after the end of each month, the Contract Administrator shall issue to the Contractor a progress estimate indicating its opinion of the quantity and value of Work performed during the previous month. The Contractor may use the progress estimate to form part of its Proper Invoice as support of the type and quantity of Work performed. In the event the Contractor chooses to produce its own documentation of the type and quantity of Work performed to form part of its Proper Invoice, the content shall be in accordance with C12.2 and the format of such documentation should follow that of a typical progress estimate, including all evidence and records of measurement that the Contract Administrator would require to certify payment. In either event the Contractor shall include such supporting documentation as part of its invoice.

C12.8 If the Contractor agrees with the progress estimate provided by the Contract Administrator it should indicate that on its Proper Invoice. If the Contractor does not agree with the progress estimate provided by the Contract Administrator it should attempt to reconcile the discrepancy, which could result in a revised progress estimate to be provided by the Contract Administrator or a revised invoice by the Contractor, so that the progress estimate and the Proper Invoice align. In the event that the discrepancy is not reconciled then the Contractor should detail the items within the progress estimate that it disagrees with in order that the value on the Proper Invoice aligns with and is supported by the progress estimate with noted discrepancies.

C12.9 Any payment made by the City to the Contractor on account of a Proper Invoice shall be less any holdback required to be made by The Builders' Liens Act, and

such holdbacks or other amounts which the City is entitled to withhold pursuant to the Contract.

- C12.10 If in the Contractor's opinion the Work performed during the previous month is minimal or does not warrant an invoice, the Contractor is permitted to not submit an invoice on the condition that the Contractor advises the Contractor Administrator in writing.
- C12.11 Unless agreed to by the Contract Administrator, in writing, on an exception basis, the Contractor shall not submit invoices more frequently than monthly.
- C12.12 Any reference to payment submittals or payment processes in the NMS Sections of the Contract are deleted and replaced with the payment submittals and payment processes within Section C12 of the General Conditions, as amended by the Supplemental Conditions.

FINAL PAYMENT

- C12.13 The Contractor shall indicate on its invoice if it is the final invoice for Work performed under the Contract. Payment Certification, in response to receipt of the final Proper Invoice by the Contractor, shall be subject to the following conditions:
- (a) issuance by the Contract Administrator of a certificate of Total Performance;
 - (b) receipt by the City of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing.
- C12.14 Payment on account of the holdback made by the City pursuant to The Builders' Liens Act, shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the City is in receipt of a lien or trust claim.
- C12.15 Neither the issuance of a certificate of Total Performance nor the payment of the final Proper Invoice shall relieve the Contractor from their responsibilities either under C13 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.
- C12.16 Subject to C12.17, acceptance by the Contractor of payment on account of the final Proper Invoice shall constitute a waiver and release by them of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.
- C12.17 If the Contractor disputes a Payment Certification related to a notice of non-payment by the City to the Contractor in accordance with the BLA, the Contractor may appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C21. If prior to the appeal being concluded, the Contractor gives a notice of adjudication to the City pursuant to the BLA, the appeal process will be discontinued.

INVOICES

- D27.3 Further to C12, the Contractor:
- (a) shall submit invoices for Work performed during the previous calendar month in accordance with the instruction on the City's website at:
<https://www.winnipeg.ca/finance/corporate-accounts-payable.stm> ; and
 - (b) should copy the Contract Administrator on submission of its invoice.

D28. PAYMENT

- D28.1 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.

D29. FUEL PRICE ADJUSTMENT

- D29.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;
- (a) where the price of fuel has increased - $((CFI/BFI)-1.15) \times Q \times FF$; and
 - (b) where the price of fuel has decreased - $((CFI/BFI)-0.85) \times Q \times FF$; where
 - (i) BFI = base fuel index
 - (ii) CFI = current fuel index
 - (iii) FF = fuel factor
 - (iv) Q = monetary value of Work applied in the calculation.
- D29.1.1 Eligible Work will be determined in accordance with D29.5.
- D29.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published "Monthly average retail prices for gasoline and fuel by geography" for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.
- D29.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.
- D29.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.
- D29.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.
- D29.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.
- D29.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance/Critical Stages except where those dates/Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance/Critical Stages.
- D29.5 The Fuel Factor (FF) rates will be set as follows:
- (a) The Fuel Factor rate shall be set at 2.7% of the monetary value of all Work based on unit prices except for the portions of the Contract identified below.

D30. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES OR TRAFFS

- D30.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retails Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) Occurs after the Submission Deadline;

- (b) Applies to Material; and
- (c) Affects the cost of the Material to the Contractor.

D30.2 Further to C12.5, if a change referred to the C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted.

WARRANTY

D31. WARRANTY

D31.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

DISPUTE RESOLUTION

D32. DISPUTE RESOLUTION

D32.1 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 D32.

D32.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D32.3 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.

D32.4 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.

- D32.4.1 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.
- D32.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D32.4.3 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.
- D32.4.4 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 D32.4.3, 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

D33. INDEMNITY

- D33.1 Indemnity shall be as stated in C17.
- D33.2 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.
- D33.3 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

D34. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D34.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D34.2 For the purposes of D34:

- (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.

D34.3 Indemnification By Contractor

D34.3.1 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.

D34.3.2 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.

D34.4 Records Retention and Audits

D34.4.1 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.

D34.4.2 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 D34.4.1 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.

D34.5 Other Obligations

- D34.5.1 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.
- D34.5.2 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.
- D34.5.3 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.
- D34.5.4 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.
- D34.5.5 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.
- D34.5.6 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 J: SUBCONTRACTOR LIST
(See D15)

LAGIMODIERE TWIN OVERPASSES OVER CPKC KEEWATIN: TEMPORARY PAVEMENT WORKS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS		
Supply of Materials		
Asphalt		
Base Course & Sub-Base		
Culverts		
Random Stone Riprap		
Salt Tolerant Seed and Erosion Control Blanket		
SURFACE WORKS		
Installation/Placement		
Asphalt		
Base Course and Sub-Base		
Culverts		
Random Stone Riprap		
Salt Tolerant Seed and Erosion Control Blanket		

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
C000	Cover Sheet	22" x 34"
C001	Key Plan – Median Crossovers	22" x 34"
C002	Concordia Ave. West Median Crossover and Shld Improvements STA 0+411.3 to 0+535	22" x 34"
C003	Concordia Ave. East Median Crossover and Shld Improvements STA 0+535 to 0+669.32	22" x 34"
C004	Lagimodiere Blvd. South Median Crossover STA 20+750 to 20+869.35	22" x 34"
C005	Lagimodiere Blvd. North Bridge Approach Median Crossover STA 21+490 to 21+525	22" x 34"
C006	Lagimodiere Blvd. North Median Crossover STA 21+960 to 22+078	22" x 34"
C007	Lagimodiere (NB) to NB Exit Ramp Crossover STA 0+004.49 to 0+031.5	22" x 34"
C008	Cross Sections 1 of 2	22" x 34"
C009	Cross Sections 2 of 2	22" x 34"

E2. MOBILIZATION AND DEMOBILIZATION PAYMENT

DESCRIPTION

- E2.1 This Specification shall cover all operations relating to the mobilization and demobilization of the Contractor to the project location(s).
- E2.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.
- E2.3 The inclusion of a payment item for the Work under this Specification shall not release or reduce the responsibilities of the Contractor under any other specification in this Contract.

SCOPE OF WORK

- E2.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
 - (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
 - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
 - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
 - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site(s);
 - (v) Other job related items.
 - (b) Demobilization shall include, but not be limited to:
 - (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;
 - (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
 - (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;
 - (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.

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

MEASUREMENT AND PAYMENT

- E2.6 The lump-sum price for the Mobilization and Demobilization bid item shall not exceed five percent (5.00%) of the total bid price for the Contract.
- E2.6.1 Further to B10, B18, C12 and E2.6, should the lump sum price exceed 5% of the Total Bid Price the lump sum price will be reduced to 5% of the Total Bid Price, the Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.
- E2.7 Payment for Mobilization:
- (a) 60% of the lump-sum price will be paid to the contractor for Mobilization on the first Progress Estimate for the Contract.
- E2.8 Payment for Demobilization:

- (a) The remaining 40% of the lump-sum price will be paid upon:
 - (i) Restoration of the site and/or sites to the satisfaction of the Contract Administrator;
 - (ii) Distribution of the Declaration of Total Performance.

E2.9 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 site.

E3. TRAFFIC CONTROL

E3.1 Further to 3.6, 3.7 and 3.8 of CW 1130:

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

E3.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

E3.3 Further to E3.1(c) and E3.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.

E3.4 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of five (5) Working Days prior to the required change for approval.

E3.5 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services may be engaged to perform the Traffic Control. In this event the Contractor shall bear costs charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works.

E3.6 Traffic Control will be considered incidental to the Work. No separate measurement or payment shall be made for the work associated with this Specification.

E4. TRAFFIC MANAGEMENT

E4.1 Further to 3.7 of CW 1130:

- (a) Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is

not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.

- E4.1.1 The Contractor is required to develop and submit Traffic Management Plans (TMP's) to the Contract Administrator for review. The Contract Administrator will submit the TMPs to the City Traffic Management Branch for approval through pwdlaneclosures@winnipeg.ca. Any changes to these plans with respect to lane closures must be approved by the Contract Administrator.
- E4.1.2 Sample Traffic Management Plans are available upon request. The Contract Administrator will provide the Contract Drawings in digital (".dwg" filetype) format for the Contractor's use in developing Traffic Management Plans.
- E4.1.3 The Contractor shall advise the Contract Administrator five (5) days in advance of any new or change in lane closure.
- E4.1.4 Erect and maintain all applicable traffic control devices (including, but not limited to, warning signs, barrels, tall cones and chevrons) in accordance with the approved Traffic Management Plans and as specified by MTTC, the Traffic Management Branch, or the Contract Administrator.
- E4.1.5 Concordia Avenue
- (a) Maintain a minimum of one lane of traffic westbound and one lane of traffic eastbound on Concordia Avenue during work. When no work is being performed on site, lane closures will not be permitted.
 - (b) No lane closures of eastbound traffic will be permitted on Concordia Avenue, without the written permission of the Contract Administrator, however traffic can be shifted onto the shoulder once should improvements have been completed;
- E4.1.6 Lagimodiere Boulevard
- (a) Maintain a minimum of two southbound traffic lanes and two northbound traffic lanes on Lagimodiere Boulevard during the morning peak period (07:00 – 09:00) and the afternoon peak period (15:00 – 18:00).
 - (b) Lane closures on Lagimodiere Boulevard will require Designated Construction Zone and zipper merge signage.
- E4.1.7 Intersecting ramps, median openings and private approach access shall be maintained at all times.
- E4.1.8 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E4.1.9 Should the Contractor be unable to maintain CPKC access to the CPKC ROW, they shall review the planned disruption with the railway and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 48 hours notification to the railway and the Contract Administrator, prior to disruption of access.
- E4.1.10 Ambulance/emergency vehicle access must be maintained at all times.
- E4.2 Traffic Management will be considered incidental to the Work. No separate measurement or payment shall be made for the work associated with this Specification.

E5. WATER OBTAINED FROM THE CITY

- E5.1 Further to 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

E6. SITE DRAINAGE DURING CONSTRUCTION

- E6.1 The contract includes work in areas such as depressed medians and shoulders which tend to accumulate and convey water at times. The Contractor is solely responsible for planning, implementing, maintaining and monitoring an effective drainage system for the Site during performance of the Work.
- E6.2 Notwithstanding C1.1(tt), in the event the Contractor fails to provide effective site drainage which results in delays to the progress of the Work, Working Days will continue to be charged.
- E6.3 The Contractor is responsible for the control, diversion, storage and pumping of all water including without limitation rain, snow melt, groundwater, roadway runoff, leaking infrastructure and water in pipes throughout all stages of the Work.
- E6.4 Any discharged of water into a land drainage sewer shall be subject to approval by the Contract Administrator and must comply with the City of Winnipeg Sewer By-law (latest edition). The combined sewer system is ineligible to use for discharge.
- E6.5 Do not pump or drain any water containing excessive suspended materials or harmful substances into waterways, sewers or other drainage systems. Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with governing authority's limitations and requirements.
- E6.6 The Contractor shall be responsible for all damages within or outside the Site directly resultant from Contractor's actions, omissions or neglect which may be caused by, or which may result from water backing up, flowing through, overflowing or excessive surcharge of drainage systems.
- E6.7 The Contractor shall organize and bear all costs related to keeping the site free of undesirable accumulations of groundwater, seepage, surface water, melt water or rainwater.
- E6.8 Dispose of all water drained or pumped as above by discharging it to drainage ditches or natural water course as reviewed by the Contract Administrator, and in compliance with all local, Municipal, Provincial and Federal environmental regulations, ordinances, bylaws, etc., and provide documentation indicating that authority has been granted to discharge effluent water into any drainage ditch, brook, creek or river. Contractor shall develop and implement at their own cost any filtration, settlement or other acceptable treatment methods required prior to disposal.
- E6.9 Keep all drainage channels, gutters, swales, ditches, sewers, culverts and disposal areas free of silt, sand, debris and gravel and remove such deposits as required.
- E6.10 Accept responsibility for any actionable damage, inconvenience or interference caused by the dewatering and drainage operations to the surrounding properties, yards, businesses, fields, houses, other buildings, roads, streets, approaches, driveways, utilities, services or other improvements which may be affected by a lowering or raising of the water table and bear all costs of repair, replacement, reinstatement or alteration of same.
- E6.11 Site drainage during construction will be considered incidental to the Contract and there will be no measurement and payment item for this portion of the Work.

E7. STRAW WATTLES

DESCRIPTION

- E7.1 This Special Provision covers the supply and installation of straw wattles for temporary sediment and erosion control to protect adjacent watercourses, storm drainage infrastructure, and environmentally sensitive areas during construction. This specification is required as no equivalent is currently available in the City of Winnipeg's Standard Construction Specifications.

MATERIALS

- E7.2 Handling and Transportation
Straw wattles shall be 300 m diameter straw rolls, such as Stenlog or approved equal, encased in biodegradable netting.
- E7.3 Wattles shall be comprised of 100% natural agricultural straw.
- E7.4 Submit product data sheets, including manufacturer name, product specifications, and installation details to the Contract Administrator at least five (5) Business Days before installation.

CONSTRUCTION METHODS

- E7.5 Install straw wattles as shown on the drawings or where directed by the Contract Administrator, particularly around riprap areas, catch basins, and drainage outlets.
- E7.6 Ensure a tight seal between the wattle and soil by trenching wattles 50 mm into the ground and compacting backfill.
- E7.7 Overlap ends by 150 mm when joining multiple sections.
- E7.8 Stake wattles using 300 mm wooden stakes placed every 1.2 metres and at all overlaps.
- E7.9 Inspect wattles regularly and after rainfall. Replace or reposition as necessary.

MAINTENANCE

- E7.10 Maintain wattles in functional condition throughout the duration of their use
- E7.11 Remove accumulated sediment as needed to maintain effectiveness.
- E7.12 Replace wattles that are damaged, moved or clogged at no additional cost to the Contract.
- E7.13 Remove wattles upon final site stabilization or as directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

- E7.14 The supply, installation, maintenance and removal of straw wattles shall be incidental to the Work and will not be measured separately.

E8. TEMPORARY PRECAST CONCRETE TRAFFIC BARRIERS

DESCRIPTION

- E8.1 This Specification shall cover all operations relating to the transportation, and installation, of precast concrete traffic barriers as shown on the Drawings.
- E8.2 The Work to be done by 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.

SCOPE OF WORK

- E8.3 The work under this Specification shall include:
- (a) Transporting (including loading) temporary precast concrete traffic barriers to project site and installation on site.

MATERIALS

E8.4 General

- (a) The Contractor shall be responsible for the supply, safe storage, and handling of all materials set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.
- (b) All materials supplied under this Specification shall be of a type approved by the Contract Administrator and shall be subject to inspection and testing by the Contract Administrator.

E8.5 Precast Concrete Barrier

- (a) The precast concrete barriers will be supplied by the City of Winnipeg Public Works Department and consist of one (1) type of barriers as follows:
 - (i) Type 1 – Standard Barrier;
- (b) The Contractor shall arrange to pick-up, load, deliver, and upload the precast concrete barriers to the Site from the City of Winnipeg Bridge Yard at 960 Thomas Avenue and pick-up, load, deliver, and unload the precast concrete barriers to the City of Winnipeg Bridge Yard at 960 Thomas Avenue from Site by contacting Mike Terleski at 204-794- 8510.

EQUIPMENT

E8.6 General

- (a) All equipment shall be of a type acceptable to the Contract Administrator and shall be kept in good working order.

E8.7 Construction Methods

E8.7.1 Transporting Precast Concrete Barriers

- (a) The Contractor shall be responsible for the pickup and delivery of the pre-cast concrete barriers and all applicable components to the Site. The Contractor shall supply equipment capable of lifting and loading the barriers at the City yard and safely transporting to and unloading the barriers at the site. Any damage occurring to the barriers during loading, transporting and unloading shall be repaired at the Contractor's expense.
- (b) Prior to leaving the yard the Contractor's personnel shall inspect the barriers in conjunction with City personnel and note any obvious damage. The Contractor shall provide the Contract Administrator with a written description of any damage noted prior to transportation of the barriers.
- (c) The City will supply the contractor with all precast concrete barriers required for the project.
- (d) A minimum of twenty-four (24) hours' notice is required prior to pick up of the barriers. Once the barriers have reached the Site they shall be carefully unloaded, placed and assembled at the locations shown on the Drawings.

E8.7.2 Installation of Precast Concrete Barriers

- (a) Precast concrete barriers shall be installed in proper vertical and horizontal alignment and properly connected to the satisfaction of the Contract Administration.
- (b) Schedules for installing or removing the precast concrete barriers shall be approved by the Contract Administrator prior to any Work beginning on those items.
- (c) Once the concrete section of each barrier has been placed, the Contractor shall anchor the barrier in a manner approved by Contract Administrator. Should there be any missing nuts bolts or washers, the Contractor shall supply new galvanized nuts, bolts and/or washers.

QUALITY CONTROL AND ASSURANCE

E8.8 Quality Control

- (a) All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the specified Work.
- (b) The Contractor shall be wholly responsible for the control of all operations incidental thereto, notwithstanding any inspection or acceptance that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works, which are not in accordance with the requirements of this Specification.
- (c) Quality Assurance testing shall be undertaken by the Contract Administrator. Quality Control testing shall be undertaken by the Contractor.

E8.9 Quality Assurance

- (a) All materials will be subject to physical inspection by the Contract Administrator and will be subject to rejection during the course of the Work and for the length of time as specified in the General Conditions, if, in the opinion of the Contract Administrator, the materials involved do not meet the requirements of the Drawings and this Specification.
- (b) All materials shall be subject to testing by the Contract Administrator and will be approved only if the requirements of the Drawings, Standards and this Specification are met. The Contractor shall supply the specimens for testing in accordance with the requests of the Contract Administrator
- (c) The Contractor shall furnish facilities for the inspection of material and workmanship in the mill, shop and field, and the Contract Administrator shall be allowed free access to the necessary parts of the Works. The Contractor shall supply samples to the Contract Administrator or his inspector for testing purposes as required. There will be no charge to the City for samples taken.

MEASUREMENT AND PAYMENT

E8.10 Type 1 – Standard Barrier

- (a) Transporting and installing of precast concrete barriers shall be measured on a unit basis and paid for at the Contract Unit Price per unit for “Type 1 - Standard Barrier”, measured as specified herein, performed in accordance with this Specification and accepted by the Contract Administrator, which price shall be paid in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work.

E8.11 Payment for the precast concrete traffic barriers will be 100% of the unit price for each unit being placed to the satisfaction of the Contract Administrator.

E9. SALT TOLERANT GRASS SEEDING

DESCRIPTION

E9.1 Further to CW 3520 and CW3540, this specification shall cover sub-grade preparation and the supply and placement of Salt Tolerant Grass Seed.

MATERIALS

E9.2 Salt Tolerant Grass Seed

- E9.2.1 Salt Tolerant Grass Seed for regional and collector boulevards, medians and interchange areas shall be a mixture composed of:
- (a) Seventy percent (70%) Fults or Nuttalls Alkaligrass (*Puccinellia* spp.), twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue and ten percent (10%) Perennial Ryegrass.

EQUIPMENT

- E9.3 Scarification equipment shall be suitable for the area being scarified, shall be capable of scarifying the sub-grade to the specified depth and shall be accepted by the Contract Administrator. For confined areas a toothed bucket may be acceptable. For larger areas tilling equipment may be required.

CONSTRUCTION METHODS

- E9.4 Preparation of Existing Grade
- E9.4.1 Prior to placing topsoil, in areas to be seeded greater in width than 600mm, prepare the existing sub-grade by scarifying to a minimum depth of 75mm and to a maximum depth of 100mm to the satisfaction of the Contract Administrator.
- E9.4.2 Scarification shall consist of breaking up and loosening the sub-grade. No scarification shall occur within the edge of a tree canopy (or drip line).
- E9.5 Salt Tolerant Grass Seeding
- E9.5.1 Salt Tolerant Grass Seed shall be sown at a rate of 2.2 kilograms per 100 square meters.

MEASUREMENT AND PAYMENT

- E9.6 Supply, placement and maintenance of Salt Tolerant Grass Seed will be paid for at the Contract Unit Price per square metre for "Salt Tolerant Grass Seeding", measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification. Payment for Salt Tolerant Grass Seeding shall be in accordance with the following:
- (a) Sixty five (65%) percent of quantity following supply and placement.
 - (b) Remaining thirty five (35%) percent of quantity following termination of the Maintenance Period.

E10. EROSION CONTROL BLANKET (ECB)

DESCRIPTION

- E10.1 General
- (a) This Specification shall cover the supply, installation, and maintenance of Erosion Control Blanket (ECB), as herein specified.
 - (b) 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.
- E10.2 References
- (a) All related Specifications and reference Standards are in accordance with the most current issue or latest revisions:
 - (i) ASTM D1117 – Standard Guide for Evaluating Nonwoven Fabrics;
 - (ii) ASTM D1388 – Standard Test Method for Stiffness of Fabrics;
 - (iii) ASTM D6525 – Standard Test Method for Measuring Nominal Thickness of Rolled Erosion Control Products;
 - (iv) ASTM D6818 – Standard Test Method for Ultimate Tensile Properties of Rolled Erosion Control Products;
 - (v) Erosion Control Technology Council (ECTC) Guidelines;
- E10.3 Scope of Work

- (a) The Work under this Specification shall include the following items, to the limits as shown on the Drawings or as otherwise directed by the Contract Administrator:
 - (i) Supplying and installing erosion control blanket on disturbed slopes of the embankments and roadway side slopes.

E10.4 Submittals

- (a) The Contractor shall submit to the Contract Administrator for review and approval, at least ten (10) Business Days prior to the commencement of any scheduled Work on the Site, a proposed schedule, including methods and sequence of operations.
- (b) The Contractor shall submit to the Contract Administrator for review and approval, at least ten (10) Business Days prior to the commencement of any scheduled Work on the Site, the proposed material(s) to undertake the Work. Data submitted shall summarize the physical, mechanical, and chemical characteristics of the material.

MATERIALS

E10.5 General

- (a) All materials supplied under this Specification shall be of a type approved by the Contract Administrator, and shall be subject to inspection and testing by the Contract Administrator.
- (b) The Contractor shall be responsible for the supply, safe storage and handling of all materials as set forth in this Specification. All materials shall be handled in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.

E10.6 Handling and Storage of Materials

- (a) All materials shall be handled and stored in a careful and workmanlike manner, to the satisfaction of the Contract Administrator.

E10.7 Erosion Control Blanket

- (a) Erosion Control Blanket shall be a machine-produced mat of seventy percent (70%) agricultural straw and thirty percent (30%) coconut blanket with a functional longevity of up to twenty-four (24) months. Suitable products include SC 150 Extended Term manufactured by North American Green, or approved equivalent in accordance with B7 "Substitutes."
- (b) Erosion control blankets shall conform to Class 2 – Medium Life rolled erosion control products, as listed in the current MTI Approved Products List for Erosion Control Blankets.
- (c) The blanket shall be of consistent thickness with the straw and coconut evenly distributed over the entire area of the mat.
- (d) The blanket shall be covered on the topside with heavyweight photodegradable polypropylene netting having ultraviolet additives to delay breakdown and a maximum 159 mm x 159 mm mesh, and on the bottom side with lightweight photodegradable polypropylene netting with a maximum 127 mm x 127 mm mesh. The blanket shall be sewn together on 381 mm centres (maximum) with degradable thread.
- (e) Erosion Control Blanket shall have the following properties:
 - (i) Matrix: 70% Straw Fibre (0.19 kg/m²) and 30% Coconut Fibre (0.08 kg/m²);
 - (ii) Topside netting: heavyweight photodegradable with UV additives (1.47 kg/100 m²);
 - (iii) Bottom side netting: lightweight photodegradable (0.73 kg/100 m² minimum);
 - (iv) Thread: degradable.
- (f) Staples used to secure Erosion Control Blanket shall be as recommended by the Manufacturer.

EQUIPMENT

E10.8 General

- (a) All equipment shall be of a type acceptable to the Contract Administrator and shall be kept in good working order.

CONSTRUCTION METHODS

E10.9 General

- (a) Erosion Control Blanket shall be placed on all disturbed and exposed slopes for which revegetation is required.
- (b) Locations of Erosion Control Blanket will be confirmed on site with the Contract Administrator.

E10.10 Erosion Control Blanket Installation

- (a) The Erosion Control Blanket shall be rolled out in the direction of the water flow.
- (b) The upper edges of the blanket on the side slopes and the edges at the terminal ends of the installation shall be placed in a 150 mm x 150 mm trench.
- (c) The upper edges shall be stapled at 1000 mm intervals and the terminal edges shall be stapled at 300 mm intervals within the trench. The trench shall then be backfilled and compacted. The side and end seams shall be overlapped edge over edge (shingle style) with an overlap of 150 mm. The side seams shall be stapled at 1000 mm intervals and the end seams shall be stapled at 300 mm intervals.
- (d) At 10 m intervals, the Contractor shall place a double row of staggered staples to secure the blankets. The staples shall be spaced 100 mm apart. The remainder of the blanket shall be stapled at a rate of four (4) staples per m². The blanket may have to be trimmed to size to conform to the area to be covered.
- (e) Transverse joints and end seams in the Erosion Control Blanket shall have a minimum overlap of 150 mm and be secured with 200 mm staples a maximum of 300 mm apart.
- (f) Should the Contract Administrator determine that the Contractor has not installed the Erosion Control Blanket properly or has damaged the blankets from construction activities resulting in sediment releases beyond the Work area, the Contractor shall retrieve all sediment that has left the construction area, to the fullest extent possible, at his own cost. As a minimum, the Contractor shall remove all deltas and sediment deposited in drainage ways and re-grade the areas where sediment removal results in exposed soil. The removal and restoration shall take place within five (5) working days of discovery unless precluded by legal, regulatory, or physical access restraints. If precluded, removal and restoration must take place within five (5) working days of obtaining access. The Contractor is responsible for contacting all local, regional, provincial, and federal authorities before working in surface waters and for obtaining applicable permits. The Contractor's restoration Work to restore property outside of the designated Work area shall be at his own cost.

E10.10.1 Erosion Control Blanket in Ditches

- (a) Where erosion control blanket is installed in ditches, the blanket shall be placed along the direction of flow and keyed into the base of the ditch and side slopes at all terminal ends and intermediate check slots. Overlaps shall occur downstream and be secured at a minimum of 300 mm with staples, spaced as per Manufacturer's recommendations.

E10.10.2 Complying with Environmental Protection Requirements

- (a) The Contractor shall be responsible for maintaining sediment control measures at the site to prevent sediment releases downstream of the work areas.
- (b) The Contractor shall monitor his work and implement appropriate sediment control measures as site conditions warrant. Such measures may include the installation of silt fences, straw bales, or other measures as required in the event that there is runoff from the site and to minimize airborne dust to adjacent properties and walkways.

- (c) The Contractor shall monitor, maintain, and repair all sediment control measures until vegetation has re-established in restored areas and there is no longer a potential for sediment releases due to construction.
- (d) Disturbed areas shall be restored. Erosion control blankets, as approved by the Contract Administrator, shall be used to control potential erosion of areas where vegetation has been damaged, up until permanent vegetation has been re-established.

QUALITY CONTROL AND ASSURANCE

E10.11 Inspection

- (a) All workmanship and all materials furnished and supplied under this Specification are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the specified Work.
- (b) The Contractor shall be wholly responsible for the control of all operations incidental thereto, notwithstanding any inspection or acceptance that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works, which are not in accordance with the requirements of this Specification.

MEASUREMENT AND PAYMENT

E10.12 Erosion Control Blanket

- (a) Supplying and installing erosion control blanket associated with Landscaping will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Supply and Install Erosion Control Blanket," which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification, accepted and measured by the Contract Administrator.

E11. ASPHALT PAVEMENT

- E11.1 Notwithstanding CW3410 Asphalt Concrete Pavement Works, all asphalt regardless of placement method and dimensions will be paid as mainline paving.