



THE CITY OF WINNIPEG

TENDER

TENDER NO. 81-2026

**INSTALLATION OF UNDERGROUND TRAFFIC SIGNALS SERVICES &
ASSOCIATED WORKS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 INSTALLATION OF UNDERGROUND TRAFFIC SIGNALS SERVICES & ASSOCIATED WORKS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00pm Winnipeg time, April 27, 2026.

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

B3. ENQUIRIES

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

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

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

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

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

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

B6. SUBSTITUTES

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

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8. BID

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

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

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

B8.4.2 All signatures shall be original.

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

B9. PRICES

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

B9.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.

B9.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

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

B9.5.1 Bidders are advised that the calculation indicated in B16.4.1 will prevail over the Total Bid Price entered in MERX.

B10. DISCLOSURE

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

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

B11.1 Further to C3.3, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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

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

that could or would be seen to:

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

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

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

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

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

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

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

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
 - (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and C6.19).
- B12.4 Further to B12.3(c) the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
 - (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are at https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm.
- B12.5 Further to B12.3(d), the Bidder acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B12.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will not be opened publicly.
- B13.2 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.
- B13.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the MERX website at www.merx.com.
- B13.4 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).
- B13.4.1 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 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 for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B16. EVALUATION OF BIDS

- B16.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(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.

- B16.4.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.
- B16.4.3 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.3.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B17.4 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of C24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B17.5 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B16.
- B17.5.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2025-11-01) 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. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the installation of underground traffic signals services and associated works for the period from May 1, 2026, until April 30, 2027, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The major components of the Work are as follows:

- (a) Installation of conduit;
- (b) Installation of concrete bases;
- (c) Installation of pre-cast service boxes;
- (d) Removal of existing service pits and concrete bases;
- (e) Restorations;
- (f) Cutovers; and
- (g) Spot Repairs.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of their actual operational requirements.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. WORK OF THE CONTRACT

D3.1 The Contractor shall perform the Work of this Contract during the period of May 1st to December 1st of the respective year of the contract.

D3.1.1 Further to D3.1, the period stated shall be considered the construction season.

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of The City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods and/or services;
 - (b) a participant may specify a duration of Contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than their total requirement for an item are to be supplied under their contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of their contract and the fulfilment of their obligations under their contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the contract, or of any other Participant in this Contract.

D5. DEFINITIONS

- D5.1 When used in this Tender:
- (a) "**As-Built**" means drawing which illustrates the geographic location of modified and installed Traffic Signal Infrastructure, including all required and associated dimensioning;
 - (b) "**Site**" Further to General Conditions for Construction Clause C1.1 (kk), Site means one Signalized Intersection (half or full), or one flashing Pedestrian Corridor (including Rapid Rectangular Flashing Beacon), or one intersection containing Hazard Flasher(s), or one Camera Site. A Site shall consist of all associated Signal Infrastructure as detailed in a City of Winnipeg Traffic Signal construction drawing. Each Site is considered a project in itself;
 - (c) "**Traffic Signals Branch**" means the branch of the City of Winnipeg Public Works Department responsible for the design, operation, maintenance and installation of Traffic Signals devices;
 - (d) "**Underground Construction Crew**" means a construction crew including supervision, equipment, materials, tools and all other items required such that the timely performance of all work outlined in this contract can be completed;
 - (e) "**Underground Work**" means work involved to install conduit, services pits, concrete bases and ground rods, excluding restorations identified in E13;

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is:

Janos Saluta
Traffic Signals Project Coordinator
Telephone No. 204-330-2869
Email Address jsaluta@winnipeg.ca

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

D7. CONTRACTOR'S SUPERVISOR

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

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 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.

D9. SAFE WORK PLAN

- D9.1 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.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>
- D9.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the 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, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D10.2 Deductibles shall be borne by the Contractor.

D10.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D10.4 The Contractor shall provide:

(a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

(b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract prior to the commencement of any Work on the Site.

D10.5 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 Supervisor of Insurance

D11. CONTRACT SECURITY

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security for the initial term of the Contract, and then each subsequent extension term 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 for the initial term or extension term; or
- (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 for the initial term or extension term; or
- (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; or
- (d) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term.

D11.1.1 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/>
 - (i) L&M Bond – Schedule A – Notice of Claim <https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice <https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety’s Position <https://www.winnipeg.ca/media/4836/>

(c) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca//media/4931/>

D11.1.2 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.

D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1.1(b).

D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

D11.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D11.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D11.2 The Contractor shall provide:

- (a) the required Contract Security to:

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

- (b) The Contract Administrator with copies of the required Contract Security.

within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D13. REQUIREMENTS FOR SITE ACCESSIBILITY

- D13.1 The contractor shall keep pedestrian crossings open and accessible whenever underground work is not actively taking place.
- D13.2 If the Contractor cannot maintain pedestrian crossing access, they may request a full closure at least 3 working days prior to the date required. The contractor shall follow the conditions outlined.
- (a) The underground works shall be complete within 7 days of closure, unless otherwise approved by the Contract Administrator.
- D13.3 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the Site was maintained in compliance with the Requirements for Site Accessibility may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly job meeting.
- (b) Second and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D14.2 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 D8;
 - (ii) evidence of workplace safety and health program (COR) specified in B12.4;
 - (iii) safe work plan specified in D9;
 - (iv) evidence of the workers compensation coverage specified in C6.17;
 - (v) evidence of the insurance specified in D10;
 - (vi) evidence of the contract security specified in D11;
 - (vii) the Subcontractor list specified in D12; and
 - (viii) the direct deposit application form specified in C12.20.
- (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.
- D14.3 The Contractor shall commence with the Work within three (3) Working Days of placing of an order, except where otherwise agreed at the time of ordering.

D15. WORK BY OTHERS

- D15.1 Further to C6.26, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.
- D15.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) City Water and Waste;

- (b) City Roadwork Contractors;
- (c) Telecommunication Companies;
- (d) Manitoba Hydro;
- (e) Railway Contractors;
- (f) Traffic Signals Operations;
- (g) Utility Companies.

D15.3 Further to D15.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others. The Contractor must include and accommodate Work by Others identified in D15.2 or additional parties, in their construction schedule and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D16. CRITICAL STAGES

D16.1 A Critical Stage is defined as underground works complete at each Site and ready for the operations group to begin aboveground installation.

D16.2 The Contractor shall reach Critical Stage after breaking ground as stated below:

- (a) Five (5) consecutive Working Days for Sites categorized as small to large
- (b) Ten (10) consecutive Working Days for Sites categorized as extra large
- (c) Exposure of conduits is considered a critical stage for cutovers and must be complete before the scheduled cutover is to take place

D16.3 When the Contractor considers the work to have met the Critical Stage, the Contractor shall notify the Contract Administrator that Critical Stage has been met.

D17. SUBSTANTIAL PERFORMANCE

D17.1 The Contractor shall achieve Substantial Performance by November 1 of the respective year of the contract.

D17.1.1 Further to D17.1, Substantial Performance shall be defined as all Sites and Critical Stages being completed within the timeframes stated in D16.2.

D17.2 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.

D18. TOTAL PERFORMANCE

D18.1 The Contractor shall achieve Total Performance by December 1 of the respective year of the contract.

D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed for each Site, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D18.3 The date on which the contract 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.

D19. LIQUIDATED DAMAGES

- D19.1 A liquidated damage amount of two hundred fifty dollars (\$250.00) per Site shall be assessed for each additional Work Day to remedy the work deficiency, if the Contract Administrator finds work that is not in accordance with the Specifications and this work has been previously noted by the Contractor as being completed as stated in D16.3.
- D19.1.1 The time to complete the remediation shall start according to the date and time the Contract Administrator provides the written notification to the Contractor and is outside the time required for concrete to cure.
- D19.2 Further to D19.1, the City reserves the right to correct any deficiencies where the Contractor has noted a Site to be completed and deficiencies were noted by Traffic Signals Operations upon arrival on Site to perform Aboveground Installation. A one-time liquidated damage amount of five hundred dollars (\$500.00) per Site shall be assessed for the City to remedy the work deficiency.
- D19.3 Where the Contractor fails to meet the Critical Stages stated in D16.2, a liquidated damage amount of two hundred fifty dollars (\$250.00) per Site shall be assessed for each additional Work Day until the work is completed.
- D19.4 A one-time liquidated damage amount of two thousand dollars (\$2000.00) shall be assessed, where the Contractor fails to have pre-arranged prep work completed upon Traffic Signals Operations arrival at the Site or does not arrive on Site at the pre-arranged time for coordinated work with Traffic Signals Operations.
- D19.5 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City one thousand dollars (\$1000.00) per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues.
- D19.6 If the Contractor fails to achieve Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City five hundred dollars (\$500.00) per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues.
- D19.7 The amounts specified for liquidated damages in D19 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not complete the work to Specifications, achieve Substantial Performance or Total Performance by the day fixed herein for same.
- D19.8 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. ORDERS

- D20.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D21. RECORDS

- D21.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D21.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) User name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D21.3 The Contractor shall provide the Contract Administrator with a copy of the Contract Records for each month within seven (7) Calendar Days of the end of that month.

- D21.4 Within seven (7) Calendar Days of receipt of the Contract Records the Contract Administrator will review and discuss adjustments to Contractor Records with Contractor where/when required (greater than seven (7) Calendar Days may be required when discussion of Contract Records is required), and the Contract Administrator will provide the Contractor a summary of approved Contract Records.

CONTROL OF WORK

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D22.1 Further to C6.27, 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).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D23.1 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.

D24. JOB MEETINGS

- D24.1 Regular weekly job meetings will be held at 821 Elgin Ave., Traffic Signals Branch. These meetings shall be attended by a minimum of one representative of the Contract Administrator, and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator 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 At the weekly job meetings:
- (a) the Contract Administrator will provide the Contractor with a priority listing of the upcoming Sites to be completed to allow the Contractor adequate time to complete utility clearances prior to the commencement of Work at these Sites;
 - (b) the Contract Administrator will confirm dates for Spot Repairs and Cutovers for the following week;
 - (c) the Contractor will provide the Contract Administrator with a progress summary of the work completed per Site;
 - (d) the Contractor will provide the Contract Administrator with a schedule of the work and Sites for the following week and a tentative schedule of their availability, work and Sites for the following three (3) weeks.
- D24.3 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever it is deemed necessary

D25. RESPONSIBILITY FOR MATERIALS

- D25.1 The Contractor is responsible for all materials after receiving them from the City of Winnipeg Stores. The Contractor shall provide the Site and amount of usage for each item. All unused materials will be returned to the City of Winnipeg no later than ten (10) working days following the Substantial Performance date. The replacement value of any materials not returned to the City of Winnipeg will be reduced from the final payment to the Contractor.

WARRANTY

D26. WARRANTY

D26.1 Warranty is as stated in C13.

INDEMNITY

D27. INDEMNITY

D27.1 Indemnity shall be as stated in C17.

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 The City is transitioning from using LDPE conduit to HDPE conduit and accessories. Designs shall incorporate HDPE conduit in the following but not limited to new intersections, intersection full rehab/rebuilds, partial rebuilds and pedestrian crossings.
- E1.4 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.
- E1.5 The following are applicable to the Work:

Specification No.	Specification Title
CW 1120	Existing Services, Utilities and Structures
CW 1130	Site Requirements
CW 2030	Excavation, Bedding and Backfill
CW 2160	Concrete Underground Structures and Works
CW 3110	Sub-Grade, Sub-Base and Base Course Construction
CW 3230	Full-Depth Patching of Existing Pavement Slabs and Joints
CW 3235	Renewal of Existing Miscellaneous Concrete Slabs
CW 3240	Renewal Of Existing Curbs
CW 3250	Joint and Crack Maintenance
CW 3310	Portland Cement Concrete Pavement Works
CW 3325	Portland Cement Concrete Sidewalk
CW 3326	Detectable Warning Surface Tiles
CW 3330	Installation of Interlocking Paving Stone
CW 3335	Installation of Interlocking Paving Stones on a Lean Concrete Base
CW 3410	Asphaltic Concrete Pavement Works
CW 3510	Sodding
CW 3520	Seeding
CW 3620	Installation of Underground Traffic Signal Services
	Winnipeg Street Cuts Manual (current edition)

Drawing No.	Drawing Name/Title
SD-300	Controller Base
SD-302	Pedestal Base
SD-312A	Signal Pole Base – Type OD
SD-313	Signal Pole Base – Type G
SD-314	Signal Pole Base – Type J
SD-315.A	Signal Pole Base – Type PM
SD-315.B	Signal Pole Base – Type PG

SD-315.C	Signal Pole Base – Type POD
SD-315.D	Signal Pole Base – Type M
SD-318	Signal Pole Base – General Alignment to Roadway
SD-322	Service Box – Pre-Cast
SD-342	Beddings and Backfills for Underground Traffic Signal Works

E2. TEMPORARY RESTORATION/CAPPING OF STREET PAVEMENT AND MISCELLANEOUS SLABS

E2.1 Temporary Restoration of Miscellaneous Slabs.

- (a) Backfill of a temporary restoration shall be in accordance with SD-342 Class B.
- (b) To be completed immediately following completion of the installation of underground Traffic Signals infrastructure and when permanent restorations are intended to be completed within four (4) weeks following completion of the underground works.

E2.2 Temporary Capping of Miscellaneous Slab

- (a) Complete temporary capping as per Temporary Restorations within the Winnipeg Street Cuts Manual (latest version) when:
 - (i) Permanent restorations will not be complete within four (4) weeks following completion of substantial performance for each Site, or as directed by the Contract Administrator.
 - (ii) When drawings issued on or after Sept 1 (late year work) and unfavourable weather conditions are not suitable for permanent restorations.

E2.3 Temporary Capping/Restoration of Street Pavement

- (a) Backfill of a temporary restoration shall be in accordance with SD-342 Class A.
- (b) To be completed immediately following completion of the installation of underground Traffic Signals infrastructure.

E2.4 Payment and measurement

- (a) Capping for Temporary Pavement Restoration will be measured on an area basis and paid for at the Contract Unit Price per square metre for “Items of Work” listed below. The area to be paid for will be the total number of square metres of Street Pavement and Miscellaneous Slabs restored in accordance with this specification, accepted and measured by the Contract Administrator:
 - (i) Capping for Temporary Restoration of Street Pavement
 - (ii) Capping for Temporary Restoration of Miscellaneous Slabs
 - (iii) Further to E2.2(a)(i), no measurement and payment shall be made for temporary capping of Miscellaneous Slab if contractor cannot complete restoration within four (4) weeks.
 - (iv) Further to E2.1, no measurement and payment shall be made for temporary backfill with granular material.

E3. RESTORATIONS

E3.1 Boulevard Restoration

E3.1.1 Restoration and payment of boulevard restoration shall be in accordance with CW 3510 or CW 3520 as required.

- (a) Contractor responsible to complete permanent restorations including topsoil and seed/sod as soon as possible/practical following completion of the work.
- (b) Backfill to surface shall be completed immediately following completion of the installation of underground traffic signals infrastructure.
- (c) If backfill to surface is not complete construction barricades to be in place to protect public from excavated area.

E3.2 Street Pavement Restoration

E3.2.1 Description

- (a) This specification covers the restoration of street concrete pavement, asphalt pavement and pavements with asphalt over concrete where removals are required for the installation of Traffic Signal infrastructure.

E3.2.2 Materials

- (a) Materials shall be as per Section 5 of CW 3230 and Section 5 of CW 3410.
- (b) Asphalt material shall be supplied in accordance with CW 3410.

E3.2.3 Construction Method

- (a) Remove as much concrete pavement as necessary to facilitate adequate room for installation of traffic signals appurtenances. The removal area shall be uniform, rectangular and parallel to the nearest edge or joint. If the area left is less than 1000mm in width to the nearest joint or edge, remove all concrete to the nearest joint or edge.
- (b) Restore concrete and asphalt pavement to match adjacent existing concrete and asphalt pavement depths respectively.
- (c) Restore concrete pavement in accordance with Section 9 of CW 3230.
- (d) Restore asphalt pavement in accordance with Section 9.4 of CW 3410.

E3.2.4 Measurement & Payment

- (a) Concrete and Asphalt Pavement Restoration will be measured on an area bases and paid for at the Contract Unit Price per square meter for "Street Pavement Restoration". The area to be paid for will be the total numbers of square meters of pavement restored in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) All costs for base preparation, tack coat, reinforcing steel, drilled dowels and tier bars, and concrete slabs and/or asphalt pavement of various depths, mill and fill, asphalt overlay and all other work associated with concrete and /or asphalt pavement restoration will be included in the item of work "Street Pavement Restorations".

E3.3 Miscellaneous Slab Restoration

E3.3.1 Description

- (a) This specification covers the restoration of miscellaneous slabs which includes, but is not limited to, median slab, monolithic median slab, safety median, 100 mm sidewalk, 150 mm reinforced sidewalk, bullnose, monolithic curb and sidewalk, asphalt pavement for multi-use path, interlocking paving stones, and interlocking paving stones on a lean concrete base where removals are required for the installation of Traffic Signals infrastructure.

E3.3.2 Materials

- (a) Materials shall be as per Section 2 of CW 3235, Section 5 of CW 3410, Section 5 of CW 3330 and Section 5 of CW 3335.
- (b) Asphalt material shall be supplied in accordance with CW 3410.

E3.3.3 Construction Methods

- (a) Remove as much concrete pavement as necessary to facilitate adequate room for installation of traffic signals appurtenances. The removal area shall be uniform, rectangular and parallel to the nearest edge or joint. If the area left is less than 600mm in width to the nearest joint or edge, remove all concrete to the nearest joint or edge.
- (b) Match existing adjacent miscellaneous slab style, including but not limited to medians, sidewalks, monolithic curb and sidewalk, and bullnoses.
- (c) Restore miscellaneous slabs in accordance with Section 3 of CW 3235.

- (d) Restore asphalt sidewalk or multi-use path in accordance with Section 9.4 of CW 3410.
- (e) Restore sidewalks comprised of paving stones in accordance with Section 9 of CW 3330.
- (f) Restore sidewalks comprised of paving stones on a lean concrete base in accordance with Section 9 of CW 3335.
- (g) Restore precast concrete pavers to match existing adjacent paving stone color and style.

E3.3.4 Measurement & Payment

- (a) Miscellaneous Slabs Restoration will be measured on an area basis and paid for at the Contract Unit Price per square meter for "Miscellaneous Slabs Restoration". The area to be paid for will be the total number of square meters of median slab, monolithic median slab, safety median, 100 mm sidewalk, 150 mm reinforced sidewalk, bullnose, monolithic curb and sidewalk, bullnoses, asphalt pavement for multi-use path, interlocking paving stones, and interlocking paving stones on a lean concrete base restored in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) All costs for base preparation, tack coat, reinforcing steel, drilled tie bars, precast concrete pavers, and concrete and/or asphalt pavement and all other work associated with miscellaneous slabs restoration, will be included in the item of work for "Miscellaneous Slab Restoration".

E3.4 Concrete Curb Installation

E3.4.1 Description

- (a) This specification covers the restoration of concrete curb, which includes, but is not limited to, curb and gutter, mountable curb, 75 mm lip curb, 40 mm lip curb, modified lip curb, barrier curb, modified barrier curb, safety curb, monolithic concrete splash strip, and separate concrete splash strip where removals are required for the installation of Traffic Signals Infrastructure.

E3.4.2 Materials

- (a) Materials shall be as per Section 2 of CW 3240.

E3.4.3 Construction Method

- (a) Remove only as much concrete pavement as necessary to facilitate adequate room for installation of traffic signals appurtenances. If the area necessary is within 600 mm of a joint, increase the removal area to encompass the joint.
- (b) Match existing adjacent curb style.
- (c) Restore concrete curbs in accordance with Section 3 of CW 3240.

E3.4.4 Measurement & Payment

- (a) Concrete Curb Restoration will be measured on a length basis and paid for at the Contract Unit Price per linear meter for "Concrete Curb Restoration". The length to be paid for will be the total number of meters of curb and gutter, mountable curb, 75 mm lip curb, 40 mm lip curb, modified lip curb, barrier curb, modified barrier curb, safety curb, monolithic concrete splash strip, or separate concrete splash strip restored in accordance with this specification accepted and measured by the Contract Administrator.
- (b) All costs for reinforcing steel, drilled tie bars, curb of various types and all other work associated with concrete curb restoration, will be included in the item of work, "Concrete Curb Restoration".

E3.5 Curb Ramp Installation

E3.5.1 Description

- (a) This specification covers the restoration and installation of curb ramps as shown on the drawings and where directed by the Contract Administrator.

E3.5.2 Materials

- (a) Materials shall be as per Section 2 of CW 3240.

E3.5.3 Construction Methods

- (a) Where curb ramp restorations are being completed, remove only as much concrete pavement as necessary to facilitate adequate room for installation of traffic signals appurtenances. If the area necessary is within 600 mm of a joint, increase the removal area to encompass the joint.
- (b) Where curb ramp installations are being completed, remove existing curb and sidewalk as directed by the drawings or Contract Administrator that is required to install the curb ramps as per the CW 3240.
- (c) The transition curb shall match the existing adjacent curb style.
- (d) Restore or install curb ramps in accordance with Section 3 of CW 3240.

E3.5.4 Measurement & Payment

- (a) The concrete sidewalk ramp and the concrete ramp for multi-use paths will be paid as a unit under the Contract Unit Price "Curb Ramp Installation.

E3.6 Detectable Warning Surface Tile Installation

- E3.6.1 Installation and payment of detectable warning surface tile shall be in accordance with CW 3326.

E4. MATERIALS

E4.1 Further to CW 3620 2.10, City Supplied Materials:

- (a) The Contractor shall contact the Contract Administrator to coordinate the pickup of the materials. The Contractor shall supply a list of materials and quantities for each specific job site prior to material pickup.
- (b) If requested by the Contract Administrator, the Contractor shall submit in writing an account for all materials supplied by the City, showing in detail all materials drawn from the City's stores, quantities used at each work site, and materials on hand.
- (c) The Contractor shall be obliged to requisition and withdraw those items which are City supplied material on the basis of the estimated quantity needed for a particular job.
- (d) The Contractor shall account for the quantities of materials drawn to the satisfaction of the City. Any overdraw of materials in excess of required quantities shall be credited or returned to the City. At the end of the Contract, all surplus materials shall be returned to the City.
- (e) The Contractor shall have the means to properly pickup and transport supplied materials safely from the City stores location.
 - (i) Conduit may be supplied in 200' rolls or 1000 meter reels. Reel size 96" diameter, 44" width.

E5. PROTECTION OF EXISTING TREES

E5.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area. The same provisions shall be applied to trees that may be affected on private property:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 meters of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 1" x 4" x 8' (25 x 100 x 2400mm) wood planks, or suitably protected as approved by the Contract Administrator.

- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems, whether public or private. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of all trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refueled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

Note: No measurement or payment will be made for the work associated with this specification

E6. PROTECTION OF SURVEY INFRASTRUCTURE

E6.1 Notwithstanding Clause 3.14 of the General Requirements CW 1130:

- (a) Further to C6.26 (g), at least 72 hours prior to the commencement of the On-Site Work the Contractor shall contact the City of Winnipeg, Geomatics Services Branch at 918-1360 (8:00 am to 4:00 pm Monday to Friday excluding holidays) to obtain underground clearance. Geomatics Services will locate and mark all known outline survey monuments and geodetic control monuments and confirm the physical condition of those monuments upon completion of construction, at no cost to the Contractor.

E6.2 Where a survey post, bar or control monument lies in the line of the proposed Work and must be disturbed, the Contractor shall provide the Contract Administrator with 48 hours' notice to permit referencing for future replacement, at no cost to the Contractor. Failure to provide the specified notice shall result in the Contractor paying for all costs associated with replacing or relocating the disturbed outline survey monuments and geodetic control monuments.

E6.3 Outline survey monuments and geodetic control monuments at or adjacent to the Site, not in the line of the proposed construction that are damaged or disturbed by the Contractor shall be replaced or relocated by the City or its agent and all associated costs shall be paid for by the Contractor. Contractors must ensure their landscaping and other Subcontractors are aware of this clearance procedure.

E6.4 Where possible, amounts owed to the City in accordance with the above will be deducted from any payments to be made by the City to the Contractor.

Note: No measurement or payment will be made for the work associated with this specification

E7. TRAFFIC CONTROL

E7.1 Further to Clause 3.7 of the General Requirements CW 1130: The Manual of Temporary Traffic Control in Work Areas on City Streets is available, for a fee, from the Customer Services Division of the Public Works Department at 107-1155 Pacific Avenue. This document is also available online and can be viewed or downloaded from:
http://www.winnipeg.ca/publicworks/InformationAndResources/TrafficControl/manual_of_temp_traffic_control.asp

E7.2 Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions, such as manholes and drop-offs, to the satisfaction of the Contract Administrator. No measurement for payment will be made for this Work.

E7.3 Further to Clause General Requirements CW 1130:

- (a) All Work Sites shall be signed in accordance with the Manual of Temporary Traffic Control. If the Contractor ("Agency" in the manual) cannot sign with their own staff then they shall

make arrangements with a Subcontractor to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Subcontractor in connection with the Works undertaken by the Contractor. The Subcontractor must be listed in Form J: Subcontractors List.

- (b) Any regulatory signage that is required to complete the Works must be completed by the Traffic Services Branch. The Contractor shall coordinate the placement or regulatory signage with Traffic Services at least five days prior to the commencement of the Works at a given Site.
- (c) The costs associated with hooding and/or temporary removal and replacement of parking signage and/or meters at, and for, the Contractor's own convenience shall be the responsibility of the Contractor. The hooding and/or temporary removal of parking signage and/or meters must be completed by the Traffic Services Branch. The Contractor shall make necessary arrangements with Traffic Services and shall be responsible for all costs associated with the temporary hooding and/or removal of parking signage and/or meters.

Note: No measurement or payment will be made for the work associated with this specification

E8. AUTHORIZED WORK ON PRIVATE PROPERTY

- E8.1 This clause is strictly for Work on private property that is authorized and paid for by the City. Damages to private property are handled through the City's Risk Management Division, Claims Branch. Settlement of such damages will not be negotiated or arbitrated by the Contract Administrator on behalf of the Owner or Contractor.
- E8.2 Further to C6.26, the Contractor shall confine his Works to the right-of-way or easements. Where Work is required to be done on private property the Contract Administrator will authorize such Work in writing after obtaining the written permission of the property owner.
- E8.3 The Contractor shall limit his operations to the minimum area necessary for undertaking the private property Work and shall be responsible for all damages outside the limits of the authorized Work, resulting from Work on private property. Particular care shall be taken to prevent damage to buildings, walkways, trees and plants.

Note: No measurement or payment will be made for the work associated with this specification

E9. TEMPORARY RELOCATION OF AFFECTED STRUCTURES

- E9.1 The Contractor shall, have temporarily relocated any portable structure such as benches, mail boxes, news boxes, waste bins, vending machines, etc., which will interfere with the construction of the Work. The Contractor will identify and notify the owners of the portable structures to have them removed or moved. Following the completion of the applicable Work, the Contractor shall notify the owners that the portable structures may be replaced. These relocations shall be considered incidental to the associated Works and no separate measurement for payment will be made.

Note: No measurement or payment will be made for the work associated with this specification