



THE CITY OF WINNIPEG

TENDER

TENDER NO. 174-2020

2019 ALLEY RENEWALS AND LOCAL IMPROVEMENT ALLEYS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2019 Alley Renewals and Local Improvement Alleys

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 7, 2020.

B2.2 The Contract Administrator or the Manager of Materials 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 D3.1.

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that he/she has 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 D3.

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 his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes 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 his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B17.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
 - (c) Form G1: Bid Bond and Agreement to Bond.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 The Bid shall be submitted electronically through MERX at www.merx.com.
- B7.4.1 Bids will **only** be accepted electronically through MERX.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

B8. BID

- B8.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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 his/her 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 his/her 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 its duly authorized officer or officers;
- (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B9. PRICES

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

B9.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D30. Any such costs shall be determined in accordance with D30.

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

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

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

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

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

B10. DISCLOSURE

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

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

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

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

- (a) other commitments;
- (b) relationships;

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

- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its 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 its 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 its 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 its 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, Materials Management 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);

B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

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

B12.5 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.

B12.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. BID SECURITY

- B13.1 A sample Bid Bond and Agreement to Bond are available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.
- B13.2 The Bidder shall provide digital bid security in the form of a 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 the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond).
- B13.3 Bid security shall be submitted in an electronic or digital format meeting the following criteria:
- (a) 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; all digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (b) 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.
 - (c) 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.
 - (d) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B13.3(a).
- B13.4 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B17.1(a).
- B13.5 Bonds passing the verification process will be treated as original and authentic.
- B13.5.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B13.6 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B13.7 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

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

Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

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

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw his/her Bid without penalty prior to the Submission Deadline.

B17. EVALUATION OF BIDS

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

B18. AWARD OF CONTRACT

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

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

B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her 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, Materials Management 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:

- (a) Alley Renewal (Concrete)
 - (i) Sherbrook Street / Furby Street Alley between Portage Avenue and Ellice Avenue, including both the north and south legs of the alley
 - (ii) North leg of the Telfer Street South / Clifton Street Alley between Wolseley Avenue and Portage Avenue
- (b) Alley Renewal (Asphalt)
 - (i) Telfer Street South / Clifton Street Alley between Wolseley Avenue and Portage Avenue, excluding the north leg
 - (ii) Toronto Street / Victor Street Alley from St Matthews Avenue to Ellice Avenue
 - (iii) Dominion Street / Garfield Street North Alley from Wolever Avenue to St Matthews Avenue
 - (iv) Sherburn Street / Ingersoll Street Alley from Ellice Avenue to Sargent Avenue
- (c) Local Improvement Alley (Asphalt)
 - (i) Des Meurons Street East Alley from Horace Street to Marion Street
 - (ii) Ferndale Avenue / Claremont Avenue Alley from Kirkdale Street to Walmer Street
 - (iii) Birchdale Avenue / Lawndale Avenue Alley from Highfield Street to Kirkdale Street

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

- (a) Alley Renewal (Concrete)
 - (i) Removal of existing pavement within project limits
 - (ii) Saw-cutting and removal of private alley approaches to limits indicated
 - (iii) Removal of existing catch basins (Sherbrook / Furby Alley)
 - (iv) Installation of catch basins and catch pits, subdrains, and connection pipe (Sherbrook / Furby Alley)
 - (v) Excavation
 - (vi) Subgrade compaction
 - (vii) Installation of geotextile and/or geogrid
 - (viii) Construction of granular subbase and base layers
 - (ix) Construction of 150 mm reinforced concrete pavement, complete with integral curbs where indicated
 - (x) Construction of new private approach tie-ins
 - (xi) Landscaping and renewals
- (b) Alley Renewal (Asphalt) and Local Improvement Alley (Asphalt)
 - (i) to limits indicated
 - (ii) Installation of new catch basins and catch pits, subdrains and land drainage sewer. (select alleys)
 - (iii) Excavation
 - (iv) Subgrade compaction

- (v) Installation of geotextile and/or geogrid
- (vi) Construction of granular subbase and base layers
- (vii) Construction of reinforced concrete pavement street approaches at alley limits, complete with integral curbs
- (viii) Construction of 125mm asphalt pavement
- (ix) Construction concrete curbs where indicated
- (x) Construction of new private approach tie-ins, complete with integral curbs where indicated
- (xi) Landscaping and renewals

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is KGS Group, represented by:

Jarrold Boscow
Municipal Engineer

Telephone No. 204.896.1209 Email Address jboscow@ksgsgroup.com

D3.2 At the pre-construction meeting, Jarrod Boscow will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D4.2 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 D4.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D5. NOTICES

D5.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

D5.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204-947-9155

D6. FURNISHING OF DOCUMENTS

D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him/her at cost.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. SAFE WORK PLAN

D8.1 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.

D8.2 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D8.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at its 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.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with the City 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) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

D9.5 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D10. CONTRACT SECURITY

- D10.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
 - (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.
- D10.2 The Contractor shall provide the City Solicitor 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.
- D10.3 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 D10.1(b); and
 - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D11. SUBCONTRACTOR LIST

- D11.1 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.

D12. EQUIPMENT LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, if applicable.

D13. DETAILED WORK SCHEDULE

- D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: 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 .
- D13.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
- all acceptable to the Contract Administrator.
- D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

D13.4 Further to D13.2(b), 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.

D14. SHORING PLAN

The Contractor shall provide detailed, full-faced shoring design and construction sequencing plans for the LDS connection crossing the 600 mm feedermain at the Sherburn / Ingersoll Alley, conforming to the requirements of E19.

SCHEDULE OF WORK

D15. COMMENCEMENT

D15.1 The Contractor shall not commence any Work until he/she is in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

D15.2 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 D7;
- (ii) evidence of the workers compensation coverage specified in C6.15;
- (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
- (iv) the Safe Work Plan specified in D8;
- (v) evidence of the insurance specified in D9;
- (vi) the contract security specified in D10;
- (vii) the subcontractor list specified in D11;
- (viii) the equipment list specified in D12; and
- (ix) the detailed work schedule specified in D12.

(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.

D15.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D15.4 The City intends to award this Contract by June 1, 2020

D15.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D16. WORKING DAYS

D16.1 Notwithstanding C1.1(jj), a Working Day includes a Saturday, Sunday or a statutory civic holiday when the Contractor chooses to undertake work requiring the presence of the Contract Administrator and/or City resources.

D16.2 Further to C1.1(tt);

D16.2.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record his/her 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 he/she agrees with the Contract Administrator's determination of the Working Days assessed for the report period.

D16.2.2 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.

D16.2.3 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.

D17. RESTRICTED WORK HOURS

D17.1 Further to clause 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.

D18. WORK BY OTHERS

D18.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Manitoba Hydro
 - (i) Electrical service lowering
 - (ii) Manhole and/or pedestal adjustments
 - (iii) Gas service lowering and/or rock-wrapping
 - (iv) Meter adjustments
 - (v) Relocation of Hydro Poles
- (b) Bell MTS and Shaw
 - (i) Cable, pedestal or pullbox relocation or adjustments
- (c) City of Winnipeg Geomatics Branch
 - (i) Relocation, replacement or adjustment of survey monuments
- (d) City of Winnipeg Traffic Services
 - (i) Erection and maintenance of temporary traffic control signage (in accordance with E5), line painting, and removal / reinstallation of traffic signage.
- (e) City of Winnipeg Water and Waste
 - (i) Water main renewals on Sargent Avenue between Erin Street and Ingersoll Street.
- (f) City of Winnipeg Transit
 - (i) Operation of bust routes on Marion Street
- (g) Transit Plus
 - (i) Pickup and drop-off of passengers
- (h) 148 Birchdale Avenue
 - (i) Reconstruction of private residence

Note: private construction at this location is scheduled to begin after the critical stage date listed in D20.1 for the Birchdale / Lawndale Alley.

D18.2 Further to D18.1 the Contractor that cooperate and coordinate all activities with all parties performing required work by others. The Contractor must include the work by others identified in D18.1 in their construction schedule as per D12 and accommodate the necessary area on Site required for the work by others.

D19. SEQUENCE OF WORK

D19.1 Further to C6.1, the sequence of work shall comply with the following:

D19.1.1 Providing that the Work on each alley is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a maximum of three (3) alleys under construction at any one time. Completion of an alley means that all of the

necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.

D19.1.2 Where the Contractor utilizes two (2) or more crews that work independently on the same major component of the Work as identified in D2, the Contract Administrator may approve an increase to the maximum number of alleys under construction at any time.

D19.1.3 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.

D19.1.4 Sequence of Sites

- (a) The first Site at which the Contractor shall undertake the Work in this Contract is the Birchdale / Lawndale Alley.
- (b) The second Site at which the Contractor shall undertake the Work in this Contract is the Sherbrook / Furby Alley. Work at this Site shall be undertaken as soon as operations reasonably permit after Work at the Birchdale / Lawndale Alley has begun.
- (c) After Work has begun at the Sites listed, the Contractor may execute the Work in the sequence the Contractor deems preferable.

D19.1.5 Phasing

- (a) The Work shall be phased at the following Sites as noted:
 - (i) Work on the Sherbrook / Furby Alley shall be divided into four (4) phases, as indicated on the Drawings.
 - ◆ Sewer works shall be completed during Phase 3.
 - (ii) Work on the Dominion / Garfield Alley shall be divided into two (2) phases, as indicated on the Drawings.
 - ◆ Sewer works shall be completed during Phase 1.
 - (iii) Work on the Sherburn / Ingersoll Alley shall be divided into two (2) phases, as indicated on the Drawings.
 - ◆ Sewer works shall be completed during Phase 1.
- (b) Where phasing is indicated on the Drawings, the Contractor shall execute the phases sequentially in the order indicated.
- (c) On phased sites, the Contractor shall not begin Work on subsequent phases until the active phase has been completed and accepted by Contract Administrator.
 - (i) Completion of a phase means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.

D20. CRITICAL STAGES

D20.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) The Contractor shall achieve Substantial Performance of the Work at the Birchdale / Lawndale Alley by July 1, 2020.
- (b) Following the completion of each alley's mainline pavement, the Contractor shall complete and open each alley to the residents within ten (10) Working Days unless otherwise approved by the Contract Administrator in writing.

D20.2 When the Contractor considers the Work associated with the Birchdale / Lawndale Alley to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. 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 Birchdale / Lawndale Alley Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of the Birchdale / Lawndale Alley has been achieved.

D21. SUBSTANTIAL PERFORMANCE

D21.1 The Contractor shall achieve Substantial Performance within eighty-five (85) consecutive Working Days of the commencement of the Work as specified in D15.

D21.2 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.

D21.3 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.

D22. TOTAL PERFORMANCE

D22.1 The Contractor shall achieve Total Performance within ninety (90) consecutive Working Days of the commencement of the Work as specified in D15.

D22.2 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.

D22.3 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.

D23. LIQUIDATED DAMAGES

D23.1 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) Critical stages

(i) Substantial Performance of the Birchdale / Lawndale Alley – five hundred dollars (\$500);

(ii) Completion and opening of each alley to the residents within ten (10) Working Days of mainline paving – one thousand five hundred dollars (\$1,500);

(b) Substantial Performance – three thousand dollars (\$3,000); and

(c) Total Performance – one thousand five hundred dollars (\$1,500).

D23.2 The amounts specified for liquidated damages in D23.1 and 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.

D23.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D24. SCHEDULED MAINTENANCE

- D24.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Sodding as specified in CW 3510; and
 - (b) Joint and Crack Maintenance as specified in CW 3250.
- D24.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D25. JOB MEETINGS

- D25.1 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.
- D25.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

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

- D26.1 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).

D27. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D27.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

MEASUREMENT AND PAYMENT

D28. PAYMENT

- D28.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D29. WARRANTY

- D29.1 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.

D29.2 Notwithstanding C13.2 or D29.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D29.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

THIRD PARTY AGREEMENTS

D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D30.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D30.2 Further to D30.1, in the event that the obligations in D30 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D30.3 For the purposes of D30:

- (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.

D30.4 Modified Insurance Requirements

D30.4.1 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

D30.4.2 If not already required under the insurance requirements identified in D9, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

D30.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D30.4.4 Further to D9.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D30.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D30.5 Indemnification By Contractor

- D30.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D30.6 Records Retention and Audits
- D30.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D30.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D30.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D30.7 Other Obligations
- D30.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D30.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D30.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D30.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

FORM H1: PERFORMANCE BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 174-2020

2019 Alley Renewals and Local Improvement Alleys
which is by reference made part hereof and is hereinafter referred to as the "Contract".

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

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

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

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

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

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D10)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 174-2020

2019 Alley Renewals and Local Improvement Alleys

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

NOW THEREFORE the condition of the above obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM K: EQUIPMENT
(See D12)

2019 Alley Renewals and Local Improvement Alleys

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

FORM K: EQUIPMENT
(See D12)

2019 Alley Renewals and Local Improvement Alleys

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

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 its 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
C000	Cover Sheet	A1
C101	Clifton St / Telfer St - Wolseley Ave to Portage Ave – Wolseley Ave to Sta 2+41	A1
C102	Clifton St / Telfer St - Wolseley Ave to Portage Ave –2+41 to North Leg	A1
C103	Clifton St / Telfer St - Wolseley Ave to Portage Ave – North Leg	A1
C201	Toronto St / Victor St – St Matthews Ave to Ellice Ave – St Matthews to Sta 2+19	A1
C202	Toronto St / Victor St – St Matthews Ave to Ellice Ave – Sta 2+19 to Sta 3+62	A1
C203	Toronto St / Victor St – St Matthews Ave to Ellice Ave – Sta 3+62 to Ellice Ave	A1
C301	Sherbrook St / Furby St – Portage Ave to Ellice Ave – South Leg	A1
C302	Sherbrook St / Furby St – Portage Ave to Ellice Ave – South Leg to Sta 2+78	A1
C303	Sherbrook St / Furby St – Portage Ave to Ellice Ave – Sta 2+78 to Sta 4+18	A1
C304	Sherbrook St / Furby St – Portage Ave to Ellice Ave – Sta 4+18 to North Leg	A1
C305	Sherbrook St / Furby St – Portage Ave to Ellice Ave – North Leg	A1
C306	Sherbrook St / Furby St – Portage Ave to Ellice Ave – Sewer Works	A1
C401	Dominion St / Garfield St – Wolever Ave to St Matthews Ave – Wolever Ave to Sta 2+25	A1
C402	Dominion St / Garfield St – Wolever Ave to St Matthews Ave – Sta 2+25 to Sta 3+50	A1
C403	Dominion St / Garfield St – Wolever Ave to St Matthews Ave – Sta 3+50 to St Matthews Ave	A1
C501	Sherburn St / Ingersoll St – Ellice Ave to Sargent Ave – Ellice Ave to Sta 2+25	A1
C502	Sherburn St / Ingersoll St – Ellice Ave to Sargent Ave – Sta 2+25 to Sta 3+70	A1
C503	Sherburn St / Ingersoll St – Ellice Ave to Sargent Ave – Sta 3+70 to Sargent Ave	A1
C601	Des Meurons St E Alley – Horace St to Marion St – Sta 0+80 to 2+00	A1
C701	Claremont Ave / Ferndale Ave – Kirkdale St to Walmer St – Kirkdale St to Sta 1+75	A1
C702	Claremont Ave / Ferndale Ave – Kirkdale St to Walmer St –Sta 1+75 to Walmer St	A1
C801	Birchdale Ave / Lawndale Ave – Highfield St to Kirkdale St – Highfield St to Sta 1+75	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
C802	Birchdale Ave / Lawndale Ave – Highfield St to Kirkdale St – Sta 1+75 to Kirkdale St	A1
C803	Birchdale Ave / Lawndale Ave – Highfield St to Kirkdale St – Sewer Works	A1

E2. MOBILIZATION AND DEMOBILIZATION PAYMENT

DESCRIPTION

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

SCOPE OF WORK

- E2.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
 - (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
 - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
 - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
 - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site and/or sites;
 - (v) Other job related items.
 - (b) Demobilization shall include, but not be limited to:
 - (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;
 - (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
 - (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;
 - (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.
- E2.5 Access to the site, equipment parking, and staging areas are limited to that shown on the drawings or as approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

- E2.6 The lump-sum price for the Mobilization and Demobilization bid item shall not exceed five percent (5.00%) of the total bid price for the Contract.
- E2.6.1 Further to B9, B17, C12 and E2.6, should the lump sum price exceed 5% of the Total Bid Price the lump sum price will be reduced to 5% of the Total Bid Price, the Total Bid Price

will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.

E2.7 Payment for Mobilization:

- (a) 60% of the lump-sum price will be paid to the contractor for Mobilization on the first Progress Estimate for the Contract.

E2.8 Payment for Demobilization:

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

E2.9 Mobilization and Demobilization will be paid only once (to a maximum of 100%), regardless of the number of times the Contractor mobilizes to the site and/or sites.

E3. GEOTECHNICAL REPORT

E3.1 Further to C3.1, geotechnical reports are provided to aid the Contractor's evaluation of the existing soil conditions. The geotechnical reports are contained in Appendix 'A'.

E4. PROTECTION OF EXISTING TREES

E4.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
- (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
- (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
- (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
- (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.

E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.

E4.3 No separate measurement or payment will be made for the protection of trees.

E4.4 Except as required in clause E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E5. TRAFFIC CONTROL

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

- (a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
- (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC 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.

E5.2 Notwithstanding E5.1, in accordance with the MTTC, the Contract Administrator shall make arrangements with the **Traffic Services Branch of the City of Winnipeg** to place, maintain, and remove all **regulatory signs** and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:

- (a) Parking restrictions,
- (b) Stopping restrictions,
- (c) Turn restrictions,
- (d) Diamond lane removal,
- (e) Full or directional closures on a Regional Street,
- (f) Traffic routed across a median,
- (g) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- (h) Approved Designated Construction Zones with a temporary posted speed limit reduction. Traffic Services will be responsible for placing all of the advance signs and 'Construction Ends' (TC-4) signs. The Contractor is still responsible for all other temporary traffic control including but not limited to barricades, barrels and tall cones.

E5.2.1 An exception to E5.2 is the 'KEEP RIGHT/KEEP LEFT' sign (RB-25 / RB-25L) which shall be supplied, installed, and maintained by the Contractor at their own expense.

E5.2.2 Further to E5.2, where the Contract Administrator has determined that the services of the Traffic Services Branch are required, the City shall bear the costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.

E6. TRAFFIC MANAGEMENT

E6.1 Further to clause 3.7 of CW 1130:

E6.1.1 The Contractor shall plan construction activities to meet the following:

- (a) Sherbrook / Furby Alley: at least two lanes for through traffic shall be maintained along Sherbrook St throughout construction.
- (b) Dominion / Garfield Alley: entry and exit movements shall be maintained to the two existing parking lot approaches on Wolever Ave between Dominion and Garfield throughout construction.
- (c) Sherburn / Ingersoll Alley: maintain at least one lane of traffic in each direction throughout construction on Sargent Ave. It is anticipated that this will require steel bridging plates or multi-stage construction when constructing sewer works.

E6.1.2 Should the Contractor be unable to maintain an existing access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract

Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

E6.1.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E7. REFUSE AND RECYCLING COLLECTION

E7.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time, in accordance with E7.2 to permit the normal collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

E7.2 Collection Schedule:

Clifton Street / Telfer Street – Wolseley Avenue to Portage Avenue

Collection Day(s): Friday, A

Collection Time: 7:00 am to 10:00 pm

Common Collection Area: Relocate collection bins to the front street in vicinity of the affected property

Toronto Street / Victor Street – St. Matthews Avenue to Ellice Avenue

Collection Day(s): Friday, A

Collection Time: 7:00 am to 10:00 pm

Common Collection Area: Relocate collection bins to the front street in vicinity of the affected property

Sherbrook Street / Furby Street – Portage Avenue to Ellice Avenue

Collection Day(s): Friday, A

Collection Time: 7:00 am to 10:00 pm

Common Collection Area: Relocate collection bins to the front street in vicinity of the affected property

Dominion Street / Garfield Street N – Wolever Avenue to St. Matthews Avenue

Collection Day(s): Friday, A

Collection Time: 7:00 am to 10:00 pm

Common Collection Area: Relocate collection bins to the front street in vicinity of the affected property

Sherburn Street / Ingersoll Street – Ellice Avenue to Sargent Avenue

Collection Day(s): Friday, A

Collection Time: 7:00 am to 10:00 pm

Common Collection Area: Relocate collection bins to the front street in vicinity of the affected property

Des Meurons Street East Alley – Horace Street to Marion Street

Collection Day(s): Tuesday, A

Collection Time: 7:00 am to 10:00 pm

Common Collection Area: Relocate collection bins to the front street in vicinity of the affected property

Claremont Avenue / Ferndale Avenue – Kirkdale Street to Walmer Street

Collection Day(s): **Tuesday, A**
Collection Time: **7:00 am to 10:00 pm**
Common Collection Area: **Relocate collection bins to the front street in vicinity of the affected property**

Birchdale Avenue / Lawndale Avenue – Highfield Street to Kirkdale Street

Collection Day(s): **Tuesday, A**
Collection Time: **7:00 am to 10:00 pm**
Common Collection Area: **Relocate collection bins to the front street in vicinity of the affected property**

E7.3 No measurement or payment will be made for the work associated with this specification.

E8. PEDESTRIAN SAFETY

E8.1 During the project, on the Sherbrook / Furby Alley, a temporary snow fence shall be installed along the rear property line of the Sherbrook Kinsmen Pool, on the north and south sides of the building. Snow fence shall be erected in a continuous line spanning from the pool building to each of the nearest neighbouring buildings to the north and south. Snow fence shall be erected on the north side such that access to the rear door in the northeast corner of the building is not obstructed. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.

E9. WATER OBTAINED FROM THE CITY

E9.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

E10. SURFACE RESTORATIONS

E10.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E11. INFRASTRUCTURE SIGNS

E11.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 421 Osborne Street. The Contractor shall mount each sign securely to a rigid backing material approved by the Contract Administrator. The Contractor shall fasten each sign to a suitable support and erect and maintain one sign at each street as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove and dispose of the signs and supports. No measurement for payment will be made for performing all operations herein described and all other items incidental to the work described.

E12. SUPPORT OR TEMPORARY RELOCATION OF EXISTING PIPES AND UTILITIES

CONSTRUCTION METHODS

E12.1 The Contractor shall provide support or temporary relocation of existing services and utilities when excavations/shafts expose or require the support of these services (due to proximity or other reasons). Support of the services shall be undertaken to the requirements of the utility owner. Services and utilities may only be interrupted with the permission of the Contract Administrator and the utility owner.

- (a) Where these utilities include buried gas or electrical lines, the Contractor shall contact Manitoba Hydro and follow the Safe Excavation & Safety Watch Guidelines listed at https://www.hydro.mb.ca/safety/pdfs/safe_excavation_safety_watch_guidelines.pdf

MEASUREMENT AND PAYMENT

E12.2 Relocation or support of existing pipes and utilities to facilitate construction will be incidental to the Excavation pay item, or to the Land Drainage Sewer pay item for scenarios arising from sewer works, as appropriate.

E12.3 No separate measurement or payment will be made for Support or Temporary Relocation of Existing Pipes and Utilities.

E13. WORK NEAR LARGE DIAMETER WATERMAINS

E13.1 Contractors carrying out pavement construction or working in close proximity to large diameter water mains (LDWM) shall meet the following conditions and technical requirements.

PRE-WORK, PLANNING AND GENERAL EXECUTION

E13.2 No work shall commence at the site until the construction method statement has been approved, a pre-construction meeting has been held and the LDWM location has been clearly delineated in the field including centreline alignment, outside limits of the pipe and top elevation of the pipe.

E13.3 The Contractor shall ensure that all work crew members understand and observe the requirements of this specification. Prior to commencement of onsite work, the Contractor shall jointly conduct an orientation meeting with the Contract Administrator and with all superintendents, foreman and heavy equipment operators to make all workers on site fully cognizant of the limitations of altered loading on the LDWM, the ramifications of inadvertent damage to the LDWM and the constraints associated with work in close proximity to the LDWM.

E13.4 For transverse crossings of LDWM in support of the pavement construction activities, designate crossing locations just beyond the construction site and confine equipment crossing the LDWM at those locations. Reduce equipment speeds to levels that minimize impact loadings.

E13.5 For construction work activities either longitudinally or transverse to the alignment of the LDWM, work only with the equipment and the manner stipulated in the approved construction method statement and the requirements noted herein.

E13.6 Subgrade, subbase and base course construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing the LDWM if the grade is insufficient to support the equipment without rutting.

E13.7 Granular material, construction material, soil or other material shall not be stockpiled on the Feedermain or within 5 metres of the LDWM centreline.

E13.8 Stage construction such that the LDWM is not subjected to significant asymmetrical loading at any time.

E13.9 Where work is in proximity to the LDWM, utilize construction practices and procedures that do not impart excessive vibration loads on the Feedermain or that would cause settlement of the subgrade below the Feedermain.

DEMOLITION AND EXCAVATION

- E13.10 Concrete demolition and removal within 3 metres horizontally of the Feedermain shall be completed by sawcutting and removal, or use of hand held jackhammers. Use of machine mounted concrete breakers above the Feedermain shall not be permitted.
- E13.11 Where there is less than 2.5 metres of cover over the Feedermain, offset the excavator or excavation equipment from the Feedermain, a minimum of 2.5 metres from Feedermain centreline, to carry out excavation.
- E13.12 Where there is less than 1.6 metres of earth cover over the Feedermain and further excavation is required either adjacent to or over the Feedermain, utilize only smooth edged excavation buckets, soft excavation or hand excavation techniques.
- E13.13 Excavated materials intended for reuse shall not be dumped directly on the Feedermain but shall be carefully bladed into place.

SHORING

- E13.14 Construction of the LDS connection crossing the 600 mm feedermain or the service connection at #870 Ingersoll Street adjacent to the 900 mm feedermain shall not proceed without prior submission and approval of a detailed, full-faced shoring design and construction sequencing plan bearing the seal of a Professional Engineer licensed to practice in Manitoba.

SUBGRADE CONSTRUCTION

- E13.15 Subgrade compaction shall be limited to static compaction methods.
- E13.16 Stage work activities to minimize the time period that unprotected subgrade is exposed to the environment and protect the subgrade against the impacts of adverse weather if subbase/base course construction activities are not sequential with excavation.

SUBBASE AND BASE COURSE CONSTRUCTION

- E13.17 Subbase or base course materials shall not be dumped directly on top of the Feedermain but shall be carefully bladed into place.
- E13.18 Subbase compaction shall be either carried out by static methods without vibration or with smaller equipment such as hand held plate packers or smaller roller equipment.

MEASUREMENT AND PAYMENT

- E13.19 All requirements of Work Near Large Diameter Watermains, including shoring and shoring design, will be incidental to such items of Work as are listed on Form B: Prices. No separate measurement or payment shall be made.

E14. SOFT EXCAVATION TO EXPOSE UNDERGROUND UTILITIES

DESCRIPTION

- E14.1 This Specification covers
- (a) the removal of earthen material immediately adjacent to underground utilities infrastructure by means of high pressure water spray, and
 - (b) the recovery of excavated material by vacuum type means or equivalent method
- to determine the depth of the underground utility and whether it will interfere with the installation of proposed Works on Site.
- E14.2 These underground utilities include, but are not limited to, Manitoba Hydro cables, MTS cables, CPR, existing sewers, and existing watermains.

CONSTRUCTION METHODS

E14.3 Hydro-Removal of Earthen Material

- E14.3.1 Prior to commencement of any construction works adjacent to underground utilities, the Contractor shall use soft digging or hand excavation to expose the underground utilities.
- E14.3.2 Maximum settings when excavating within 1 m of marked utilities will be 38°C (100°F) temperature and 10,342 kPa (1500 psi) pressure.
- E14.3.3 Earthen material adjacent to utility entity shall be sprayed with high pressure water so as to remove all such material identified by the Contract Administrator. Expose the buried utility by using a sweeping motion only, perpendicular to the locate markings, until the line is sighted. After sighting, the line shall not be contacted by spray or vacuum to avoid damage.
- E14.3.4 Once the elevation of the top of the pipe or duct has been determined the resulting excavation shall be backfilled with bedding sand to the elevation of the existing ground.

E14.4 Recovery of Excavated Material

- E14.4.1 The recovery of excavated material shall be done using a vacuum type method, or other type method as approved by the Contract Administrator.
- E14.4.2 The recovery of material shall follow immediately behind the excavation, to avoid excavated areas from filling with excavated material.
- E14.4.3 The use of mechanical sweepers will not be allowed.
- E14.4.4 Dispose of material in accordance with CW 1130-R3.

E14.5 Backfill of Hydro-Excavated Material

- E14.5.1 The Contractor shall be responsible for the backfill of the hydro excavated hole upon acceptance of the Work described herein by the Contract Administrator.
- E14.5.2 Backfill material for backfill of shafts after hydro-excavation has been completed shall consist of sand as per CW 2030.

MEASUREMENT AND PAYMENT

- E14.6 Soft Excavation to Expose Underground Utilities will be considered incidental to the Work. No measurement and payment will be made within this section.

E15. HIGH-PRESSURE AND DISTRIBUTION PRESSURE NATURAL GAS MAINS

DESCRIPTION

- E15.1 This project includes Work on Sites with high pressure natural gas mains and distribution pressure natural gas mains.
- E15.2 The following Sites include Work near high pressure or distribution pressure gas mains:
 - (a) Des Meurons St East Alley from Horace St to Marion St
 - (i) A 323.9 mm high pressure gas main runs under the full length of the alley
 - (b) Sherbrook St / Furby St Alley between Portage Avenue and Ellice Avenue.
 - (i) A 323.9 mm high-pressure gas main is located near the east limit of the south leg of the alley.
 - (ii) A 219.1 mm distribution pressure natural gas main runs under the full length of the main alley, the full length of the south leg, and under the section of the north leg between the main alley and Furby St.
- E15.3 This list is provided for reference, and is not an exhaustive list of gas infrastructure on Site.

- E15.4 This list shall not limit the Contractor's responsibility as outlined in Section C3 of the General Conditions.

CONSTRUCTION METHODS

- E15.5 The Contractor shall conform to Manitoba Hydro's requirements while working near gas mains.
- E15.6 Copies of Manitoba Hydro's preliminary responses with respect to gas infrastructure are attached in Appendix B, and shall inform the Contractor's understanding of the required methodology on impacted Sites.
- E15.7 Manitoba Hydro staff shall have the authority to supersede or otherwise modify the directions in the preliminary responses at their sole discretion.

MEASUREMENT AND PAYMENT

- E15.8 All requirements of Working Near Gas Mains and will be incidental to such items of Work as are listed on Form B: Prices. No separate measurement or payment shall be made.

E16. LIP CURB

DESCRIPTION

- E16.1 This specification applies to lip curbs as detailed and at such locations as are indicated on the Drawings, shall amend CW3240, and supersede SD-202 versions A, B and C.

CONSTRUCTION METHODS

- E16.2 The Contract Administrator may direct the Contractor to modify the Lip Curb dimensions shown as required to suit surrounding grades and conditions, on a case-by-case basis.
- E16.3 Where possible, lip curbs shall be integral to the concrete alley slab, or monolithic with a concrete approach slab.
- E16.4 Where separate Lip Curb is required, the full pavement cross-section shall extend to the back of curb, including geotextile and geogrid, and geogrid shall be installed regardless of local soil conditions between the back of curb and the alley centreline, along the full length of the Lip Curb.

MEASUREMENT AND PAYMENT

- E16.5 Lip Curb installation will be measured on a length basis, and paid for at the Contract Unit Price per metre for:

Concrete Curb, Curb and Gutter and Splash Strips

- (a) Lip Curb (Integral or Monolithic)
- (b) Lip Curb (Separate)

- E16.6 The width of Lip Curb (Integral or Monolithic) will not be deducted from the concrete measurement area for payment for the concrete slab into which it is set. Rather, it will be cumulative with the full measured area of concrete for payment in each case, and measurement and payment in these cases is intended to recompense the Contractor for the increased effort of forming and/or shaping the concrete during the pour.

- E16.7 No payment will be made for leveling course.

- E16.8 Base course will be paid in accordance with CW3110.

E17. MISCELLANEOUS RENEWALS

DESCRIPTION

- E17.1 The contractor shall restore landscaping wood chips at 548 Clifton Avenue with materials similar to those currently in place.
- E17.2 The contractor shall reconstruct the existing concrete step at 381 Sherbrook Avenue by constructing a reinforce concrete slab pinned to the main line concrete at the location and dimensions indicated in the Drawings.

MEASUREMENT AND PAYMENT

- E17.3 Miscellaneous renewals shall be measured on unit basis and paid at the Contract Unit Price per unit for the "Items of Work" listed below.
- (a) Miscellaneous Renewal – Wood Chips at 548 Clifton
 - (b) Miscellaneous Renewal – Step at 381 Sherbrook

which shall be payment for all materials, equipment and labour required to complete the miscellaneous renewals noted herein.

E18. TREE AND STUMP REMOVAL

DESCRIPTION

- E18.1 This specification shall cover the removal of existing trees or stumps.
- E18.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Work as hereinafter specified.

MATERIALS

- E18.3 Existing Trees to be Removed
- (a) The existing trees to be removed include, but are not limited to ash, elm, cottonwood, basswood, oak, pine, maple, spruce, etc., all of which may be cut with standard chain saw equipment. The existing trees range from 50 mm to 1,000 mm diameter.

CONSTRUCTION METHODS

- E18.4 Prior to commencement of the Work the Contract Administrator shall identify all trees for removal. The Contractor shall cut down only trees designated to be removed, and grub out all stumps and roots greater than 100 mm diameter. In general, the Contractor shall start at the top of the tree and remove branches or trunks not longer than 2 m. Trees are to be felled so as to land within the limits of the Works. The Contractor shall load and haul all trees, stumps, roots, logs, brush, rubbish and all other surface litter from the Site and dispose of these materials at an approved disposal Site, acceptable to the Contract Administrator.
- E18.5 The Contractor shall take all precautions to prevent damage to structures, adjacent property and to trees and shrubs. In the event of damage, the Contractor will be held liable, and shall be required to provide appropriate restoration at his cost, to the satisfaction of the Contract Administrator.
- E18.6 Any trees damaged during construction activities shall be examined by a bonded tree care professional and pruned as required. Damaged trees which are not viable shall be replaced by the Contractor at his own cost.

MEASUREMENT AND PAYMENT

- E18.7 The removal of existing trees and stumps shall be measured on a per tree or per stump basis and paid for at the Contract Unit Price per unit for the "Items of Work" listed below. The amount to be paid shall be the total number of trees removed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work:

Tree Removal

- i. 50 mm to 249 mm Diameter
- ii. 250 mm to 500 mm Diameter
- iii. Greater than 500 mm Diameter

Stump Removal

- i. 50 mm to 249 mm Diameter
- ii. 250 mm to 500 mm Diameter
- iii. Greater than 500 mm Diameter

- E18.8 The removal of trees and brush less than 50 mm diameter is considered incidental to the Work and no separate measurement or payment will be made.

E19. SHORING

- E19.1 The contractor shall prepare a full-faced shoring design and construction sequencing plan that describes the materials, execution and sequencing of the shored excavation.

- E19.2 Where the Drawings indicate that shoring is required, no associated Work shall proceed until a shoring plan has been accepted in writing by the Contract Administrator.

E19.3 Shoring Plan

- (a) The shoring plan shall bear the seal of a Professional Engineer licensed to practice in Manitoba.
- (b) The shoring plan shall explicitly note the location of the adjacent large-diameter water main and maximize the separation between the excavation and the large-diameter water main.
- (c) The plan shall also address shoring removal methodology, which shall protect surrounding infrastructure during removal and backfill.
- (d) Shoring plans that, in the sole opinion of the Contract Administrator, do not adequately demonstrate that they will protect surrounding structures will be rejected, and shall be resubmitted with such changes as may be required at the Contractor's expense.
 - (i) Delay claims arising from the resubmission of rejected shoring plans will not be accepted.
- (e) The Contractor shall allow a minimum of one week for review of the shoring plan when scheduling the Work.

E19.4 EXECUTION

- (a) The contractor shall expose all utilities in the vicinity of the shored excavation for both location and depth while to prior to installing shoring.
- (b) The Contractor shall execute the Work in keeping with the approved shoring plan.

MEASUREMENT AND PAYMENT

- E19.5 Shall be paid on per shored excavation basis and paid for the at the Contract Unit Price for "Shoring", which shall be payment all design, materials, labour, backfill and other elements of Work relating to Shoring.

E20. ABANDONING EXISTING SEWER SERVICES

DESCRIPTION

E20.1 This specification shall amend CW 2160.

CONSTRUCTION METHODS

E20.2 The Contractor shall

- (a) cut sewer services designated for abandonment at the alley property line;
- (b) install a mechanical plug approximately 2.0m downstream of the alley property line; and
- (c) fill the space between the plug and the property line with flowable cement stabilized fill.

E20.3 If the Contractor elects to push the plug into place using a steel rod, the steel rod may be abandoned in place after the plug is installed. In this case, the rod shall not project into the alley past the property line, and shall be supported such that it rests in the approximate centre of the pipe during the placement and initial curing of the cement-stabilized fill.

MEASUREMENT AND PAYMENT

E20.4 The abandonment of existing sewer services will be measured on a per unit basis and paid for at the Contract Unit Price for "Abandon Existing Sewer Services", which will include all materials, labour and equipment required to abandon existing sewer services. Measurement for payment will be the total number of services abandoned in accordance with this specification, accepted and measured by the Contract Administrator.

E21. GRANULAR SURFACING MATERIAL

DESCRIPTION

E21.1 This specification shall amend CW 2160.

CONSTRUCTION METHODS

E21.2 Surfacing Material shall be Granular C Base Course, in accordance with CW 3110, Table CW 3110.1

MEASUREMENT AND PAYMENT

E21.3 CW 2160 Item of Work:

Surfacing Material

- i) Limestone

shall be payment for the placement of Granular C Base Course as surfacing material.