



THE CITY OF WINNIPEG

TENDER

TENDER NO. 149-2023

**2023 ARCHIBALD STREET PAVEMENT REHABILITATION AND WATER MAIN
RENEWALS (CONTRACT 2)**

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Appendix 'A' – Geotechnical Report

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2023 Archibald Street Pavement Rehabilitation and Water Main Renewals (Contract 2).

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 31, 2023.

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 D4.1.

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. SUBSTITUTES

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

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

B7. BID COMPONENTS

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

B8. BID

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

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

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

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

B9. PRICES

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

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

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

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

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

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

B10. DISCLOSURE

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

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

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

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

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or

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

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

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

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

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

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

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

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, 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);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and D7).
- 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 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B12.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. BID SECURITY

B13.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B13.2 Bid security shall be submitted in a digital format meeting the following criteria:

- (a) The version submitted by the Bidder must have valid digital signatures and seals;
- (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B13.2(a).

B13.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B17.1(a).

B13.4 Bonds passing the verification process will be treated as original and authentic.

B13.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.

B13.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

B13.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

B14.1 Bids will not be opened publicly.

B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15. IRREVOCABLE BID

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

B16. WITHDRAWAL OF BIDS

- B16.1 A Bidder may withdraw their Bid without penalty 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 their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.4.2 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 their own forces;

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

B18.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2023 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, 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. FORM OF CONTRACT DOCUMENTS

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

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of:

- (a) Pavement Rehabilitation
 - (i) Archibald Street from Doucet Street to Plinguet Street
- (b) Water and Waste Work
 - (i) Archibald Street from Doucet Street to Plinguet Street
- (c) Water Main Renewals
 - (i) Archibald Street from Giroux Street to 416m N of Kavanagh Street;
 - (ii) Giroux Street from Public Lane to 237m W of Archibald Street;
 - (iii) Public Lane from Giroux Street to Kavanagh Street;
 - (iv) Kavanagh Street from Public Lane to Archibald Street.

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

- (a) Pavement Rehabilitation
 - (i) Construction of temporary detour pavement;
 - (ii) Planing of existing asphalt overlay;
 - (iii) Full depth concrete repairs of existing slabs and joints (200 mm reinforced concrete pavement);
 - (iv) Construction of new 200 mm reinforced concrete pavement;
 - (v) Installation of catch basins, catch pits and connection pipe;
 - (vi) Replacement of catch basin connection pipe;
 - (vii) Adjustment of manholes, water valves and curb stops;
 - (viii) Construction and renewal of concrete barrier curb;
 - (ix) Construction of monolithic curb and sidewalk with blockouts and paving stone indicator surfaces;
 - (x) Renewal of sidewalk;
 - (xi) Construction of new sidewalk;
 - (xii) Construction of new bike/multi-use pathway;
 - (xiii) Installation of chain link fence;
 - (xiv) Placement of asphalt overlay;
 - (xv) Placement of asphalt repair fabric at various locations;
 - (xvi) Placement of asphalt for tie-ins and approaches;
 - (xvii) Boulevard grading;
 - (xviii) Sodding.

- (b) Water and Waste Work
 - (i) Replacement of manhole risers;
 - (ii) Abandonment of existing pipe;
 - (iii) Stabilization and grouting of existing manhole base and pipe connections;
 - (iv) Replacement of manhole;
 - (v) Inspection of sewers.
- (c) Water Main Renewals
 - (i) Installation of 300 mm and 150 mm PVC water main by trenchless methods;
 - (ii) Abandonment of existing water mains;
 - (iii) Installation of hydrant assemblies, gate valves and other appurtenances;
 - (iv) Reconnection and renewal of water services;
 - (v) Tie-in to existing water mains;
 - (vi) Removal of existing hydrants;
 - (vii) Abandonment of existing gate valves;
 - (viii) Flushing, hydrostatic leakage testing and disinfection of new water main; and
 - (ix) Restoration of pavement, sidewalk and boulevard.

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is AECOM Canada Ltd., represented by:

Ryan Cunningham, P.Eng.
Senior Transportation Engineer

Telephone No. (204) 928-8377

Email Address ryan.cunningham1@aecom.com

D5.2 At the pre-construction meeting, Ryan Cunningham, P.Eng. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2 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 D6.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

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

D8. UNFAIR LABOUR PRACTICES

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D9. FURNISHING OF DOCUMENTS

- D9.1 Upon award of the Contract, the Contractor will be provided with ‘issued for construction’ Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. SAFE WORK PLAN

- D11.1 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.

D11.2 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>

D11.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D12. INSURANCE

D12.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least ten million dollars (\$10,000,000.00) inclusive, with the City, CN and its subsidiaries, Manitoba and its Ministers, officers, employees and agents, as required by contract(s) added as additional insureds, with a cross-liability clause. Such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, sudden and accidental pollution liability, contingent employer's liability, broad form property damage cover, a waiver of subrogation in favour of CN and its subsidiaries and the City and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period. Said policy shall not contain any special limitations on the scope of coverage afforded the Contractor, or its employees related to liability for operations within or around railroads and railway tracks;
- (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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence and include a waiver of subrogation in favour of CN and its subsidiaries and the City;
- (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;
- (d) Property insurance for all equipment, tools, field office and portable toilets used by the Contractor directly or indirectly in the performance of the Work on the project that may be owned, rented, leased or borrowed.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Supervisor of Insurance, 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. Such certificate(s) shall contain a clause stating that the City, CN's and Manitoba's interests will not be prejudiced in the event the first named insured breaches any warranty of the policy.

D12.4 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.

D12.5 All Subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D12.1(a) and D12.1(b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work, The Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work.

D12.6 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.

D13. CONTRACT SECURITY

D13.1 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.

D13.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals.
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D13.1(b).

D13.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

D13.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D13.2 The Contractor shall provide the Contract Administrator identified in D4 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.

D13.3 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 D13.1(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.

D14. SUBCONTRACTOR LIST

D14.1 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.

D15. DETAILED WORK SCHEDULE

- D15.1 The Contractor shall provide the Contract Administrator with a detailed Work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, as applicable.
- D15.2 The detailed Work schedule shall consist of the following:
- (a) A Gantt chart for the Work acceptable to the Contract Administrator.
- D15.3 Further to D15.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D16. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D16.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D16.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
 - (b) How the Contractor will maintain access to bus stops within the site.
 - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
 - (d) How the Contractor will maintain cycling facilities.
 - (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
 - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D16.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D16.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage;
 - (b) Temporary Ramping;
 - (c) Transit Stops;
 - (d) Detour Signage.
- D16.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D16.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D16.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

- D16.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D17. COMMENCEMENT

- D17.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D17.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D6.2;
 - (iv) the Safe Work Plan specified in D11;
 - (v) evidence of the insurance specified in D12;
 - (vi) the contract security specified in D13;
 - (vii) the subcontractor list specified in D14;
 - (viii) the detailed Work schedule specified in D15;
 - (ix) the Requirements for Site Accessibility Plan specified in D16; and
 - (x) the direct deposit application form specified in D31.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D17.3 The Contractor shall not commence the Work on the Site before May 1, 2023, and shall commence the Work on Site no later than May 8, 2023, as directed by the Contract Administrator and weather permitting.
- D17.4 The City intends to award this Contract by April 28, 2023.
- D17.4.1 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.

D18. WORKING DAYS

- D18.1 Further to C1.1(tt);
- D18.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record their assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that they agree with the Contract Administrator's determination of the Working Days assessed for the report period.

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

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

D19. RESTRICTED WORK HOURS

D19.1 Further to 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.

D20. WORK BY OTHERS

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

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

- (a) Manitoba Hydro – Removal of cutoff transmission line poles, adjustment of pole anchors, installation of new luminaires at Marion St and Plinguet St and relocation of street light on east side of Archibald St south of Doucet St;
- (b) Bell MTS – Installation of conduit on the east side of Archibald St from Marion St to Doucet St;
- (c) Shaw – Adjustment of handholes and pedestals;
- (d) City of Winnipeg Transit – Temporary relocation of transit stops;
- (e) City of Winnipeg Traffic Services – Installation of informational A-frame signage and painting of lane lines;
- (f) City of Winnipeg, Water and Waste Department – Checking of water main valves;
- (g) CN Railway – Extension of hardwood plank roadway crossing surface across new east side multi-use pathway at the railway crossing south of Messier St.

D20.3 Further to D20.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others. The Contractor must include and accommodate Work by Others identified in D20.2 or additional parties, in their construction schedule as per D15 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D21. SEQUENCE OF WORK

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

D21.1.1 The Work shall be divided into three stages, which are identified on the recommended construction staging and traffic management plans listed in E1.4.

D21.1.2 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of the asphaltic concrete overlay, including the scratch course.

- D21.1.3 Immediately following the completion of the asphaltic concrete works of each stage, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris, other than that left by the City or other Contractors.
- D21.1.4 The Contractor shall place the final lift of asphalt on the Stage 1 and 2 construction areas at the end of Stage 2.

D22. CRITICAL STAGES

- D22.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Complete Critical Stage No. 1 within forty (40) consecutive Working Days of the commencement of the Work as specified in D17, where the Work included in Critical Stage No. 1 is defined as:
 - (i) Critical Stage No. 1 – Water Main Renewals
 - (a) Archibald Street from Giroux Street to 416m N of Kavanagh Street;
 - (b) Giroux Street from Public Lane to 237m W of Archibald Street;
 - (c) Public Lane from Giroux Street to Kavanagh Street; and
 - (d) Kavanagh Street from Public Lane to Archibald Street.
- D22.2 When the Contractor considers the Work associated with Critical Stage No. 1 – Water Main Renewals 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.
- D22.3 The date on which the Critical Stage No. 1 – Water Main Renewals Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of Critical Stage No. 1 – Water Main Renewals has been achieved.

D23. SUBSTANTIAL PERFORMANCE

- D23.1 The Contractor shall achieve Substantial Performance within one hundred fifteen (115) consecutive Working Days of the commencement of the Work as specified in D17.
- D23.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D23.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D24. TOTAL PERFORMANCE

- D24.1 The Contractor shall achieve Total Performance within one hundred twenty (120) consecutive Working Days of the commencement of the Work as specified in D17.
- D24.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D24.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D25. LIQUIDATED DAMAGES

D25.1 If the Contractor fails to achieve Critical Stages, 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 Stage No. 1 – one thousand dollars (\$1,000);
- (b) Substantial Performance – three thousand dollars (\$3,000);
- (c) Total Performance – one thousand dollars (\$1,000).

D25.2 The amounts specified for liquidated damages in D25.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

D25.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D26. COVID-19 SCHEDULE DELAYS

D26.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D26.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D26.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or Work by others.

D26.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D26.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D26.5 The Work schedule, including the durations identified in D19 to D24 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal Work, not previously identified in the Contract, is carried over to the following construction season.

D26.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D26.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D27. SCHEDULED MAINTENANCE

- D27.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Reflective Crack Maintenance as specified in CW 3250-R7;
 - (b) Sod Maintenance as specified in CW 3510-R10.
- D27.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

D28. JOB MEETINGS

- D28.1 Regular 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.
- D28.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

- D29.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

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

MEASUREMENT AND PAYMENT

D31. PAYMENT

- D31.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D32. FUEL PRICE ADJUSTMENT

- D32.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;
- (a) where the price of fuel has increased - $((CFI/BFI)-1.15) \times Q \times FF$; and

(b) where the price of fuel has decreased - $((CFI/BFI)-0.85) \times Q \times FF$; where

- (i) BFI = base fuel index
- (ii) CFI = current fuel index
- (iii) FF = fuel factor
- (iv) Q = monetary value of Work applied in the calculation.

D32.1.1 Eligible Work will be determined in accordance with D32.5.

D32.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published "Monthly average retail prices for gasoline and fuel by geography" for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.

D32.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.

D32.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.

D32.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.

D32.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.

D32.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance/Critical Stages except where those dates/Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance/Critical Stages.

D32.5 The Fuel Factor (FF) rates will be set as follows:

- (a) The Fuel Factor rate shall be set at 2.7% of the monetary value of all Work based on unit prices except for the portions of the Contract identified below;
- (b) The Fuel Factor will not apply to Part D identified on Form B: Prices related to Water & Waste Work.

WARRANTY

D33. WARRANTY

D33.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D33.2 Notwithstanding C13.2 or D33.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial Performance if:

- (a) 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.

D33.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

DISPUTE RESOLUTION

D34. DISPUTE RESOLUTION

- D34.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D34.
- D34.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted".
- D34.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D34.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D34.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D34.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D34.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D34.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D34.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D35. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D35.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D35.2 For the purposes of D35:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D35.3 Indemnification By Contractor

D35.3.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.

D35.3.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D35.4 Records Retention and Audits

D35.4.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D35.4.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D35.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D35.5 Other Obligations

- D35.5.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D35.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D35.5.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D35.5.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D35.5.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D35.5.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D13)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 149-2023

2023 Archibald Street Pavement Rehabilitation

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 D13)

KNOW EVERYONE BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

TENDER NO. 149-2023

2023 Archibald Street Pavement Rehabilitation

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 J: SUBCONTRACTOR LIST
(See D14)

2023 Archibald Street Pavement Rehabilitation

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS:		
Supply of Materials:		
Concrete		
Asphalt		
Base Course		
Separation/Filtration Geotextile Fabric and Geogrid		
Pavement Repair Fabric		
Sod		
Chain Link Fence		
Installation/Placement:		
Concrete		
Asphalt		
Base Course		
Separation/Filtration Geotextile Fabric and Geogrid		
Pavement Repair Fabric		
Sod		
Joint Sealant		
Chain Link Fence		
UNDERGROUND WORKS		
Supply of Materials:		
Sewer Service Pipe		
Catch Basins/Catch Pits		
Frames and Covers		
Installation/Placement:		
Sewer Service Pipe		
Catch Basins/Catch Pits		
WATER MAIN RENEWALS		

FORM J: SUBCONTRACTOR LIST
(See D14)

2023 Archibald Street Pavement Rehabilitation

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
Supply of Materials:		
Water Main Pipe and Services		
Corporation Stops and Curb Stops		
Hydrants		
Installation/Placement:		
Water Main Pipe and Services		

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, 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>
Pavement Rehabilitation		
CT-00	Cover Sheet and Location Plan	A1
CT-01	Construction Staging and Traffic Management – Stage 1A	A1
CT-02	Construction Staging and Traffic Management – Stage 1B	A1
CT-03	Construction Staging and Traffic Management – Stage 2	A1
CT-04	Construction Staging and Traffic Management – Stage 2&3	A1
CT-05	Geometric Layout Plan	A1
CT-06	Geometric Layout Plan	A1
CT-07	Plan/Profile – Doucet Street to Station 1+050	A1
CT-08	Plan/Profile – Station 1+050 to Station 1+160	A1
CT-09	Plan/Profile – Station 1+160 to Station 1+270	A1
CT-10	Plan/Profile – Station 1+270 to Station 1+380	A1
CT-11	Plan/Profile – Station 1+380 to Station 1+500	A1
CT-12	Plan/Profile – Station 1+500 to Station 1+630	A1
CT-13	Plan/Profile – Station 1+630 to Station 1+750	A1
CT-14	Plan/Profile – Station 1+750 to Station 1+870	A1
CT-15	Plan/Profile – Station 1+870 to Station 2+000	A1
CT-16	Plan/Profile – Station 2+000 to Station 2+110	A1
CT-17	Plan/Profile – Station 2+110 to Plinguet Street	A1
Water Main Renewals		
D-16559	Index Page – Drawing Index, Design Notes, Legend & Abbreviations	A1
D-16560	Archibald Street – Giroux Street to 21m N of Kavanagh Street	A1
D-16561	Archibald Street – 21m N of Kavanagh Street to 151m N of Kavanagh Street	A1
D-16562	Archibald Street – 151m N of Kavanagh Street to 291m N of Kavanagh Street	A1
D-16563	Archibald Street – 291m N of Kavanagh Street to 416m N of Kavanagh Street	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
D-16564	Giroux Street – Public Lane to 237m W of Archibald Street	A1
D-16565	Public Lane – Giroux Street to Kavanagh Street	A1
D-16566	Kavanagh Street – Public Lane to 214m W of Archibald Street	A1
D-16567	Kavanagh Street – 214m W of Archibald Street to 94m W of Archibald Street	A1
D-16568	Kavanagh Street – 94m W of Archibald Street to Archibald Street	A1

E2. MOBILIZATION AND DEMOBILIZATION PAYMENT

DESCRIPTION

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

SCOPE OF WORK

- E2.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
 - (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
 - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
 - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
 - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site(s);
 - (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 Pay Reduction for Accessibility Plan

- (a) The Demobilization payment will be reduced by the number of pay adjustments incurred in accordance with D16 and as determined by the Contract Administrator.

E2.10 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, the geotechnical report is provided to aid the Contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix 'A'.

E4. OFFICE FACILITIES

E4.1 The Contractor shall supply office facilities meeting the following requirements:

- (a) The field office shall be for the exclusive use of the Contract Administrator.
- (b) The building shall be conveniently located near the site of the Work.
- (c) The building shall have a minimum floor area of 20 square metres, a height of 2.4m with two windows for cross ventilation and a door entrance with a suitable lock.
- (d) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
- (e) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three wall outlets.
- (f) The building shall be furnished with one desk, one drafting table, one table 3m X 1.2m, one stool and a minimum of 8 chairs.
- (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
- (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when he/she deems it necessary.

E4.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.

E4.3 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance.

E4.4 On a one time basis, where directed by the Contract Administrator, the Contractor shall relocate the office facilities to a location more convenient for the remaining Work.

E5. PROTECTION OF EXISTING TREES

- E5.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- (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.
- E5.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or their designate.
- E5.3 No separate measurement or payment will be made for the protection of trees.
- E5.4 Except as required in clause E5.1(c) and E5.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E6. TRAFFIC CONTROL

- E6.1 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, the Contract Drawings, Staging Plans and Traffic Management Plans or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
 - (c) In addition, the Contractor shall be responsible for **supplying**, removing, placing and maintaining all regulatory signing including but not limited to:
 - (i) Parking restrictions;
 - (ii) Stopping restrictions;
 - (iii) Turn restrictions;
 - (iv) Diamond lane removal;

- (v) Full or directional closures on a Regional Street;
 - (vi) Traffic routed across a median;
 - (vii) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- (d) The Contractor shall remove and stockpile any regulatory signage not required during construction such as, but not limited to, parking restrictions, turn restrictions and loading restrictions.
- E6.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- E6.3 Further to E6.1(c) and E6.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E6.4 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of five (5) Working Days prior to the required change for approval.
- E6.5 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services may be engaged to perform the Traffic Control. In this event the Contractor shall bear costs charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works.

E7. TRAFFIC MANAGEMENT

- E7.1 Further to clause 3.7 of CW 1130:
- (a) Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.
- E7.1.1 The construction staging and traffic management drawings include details on traffic management, pedestrian access and signage placement and are identified in E1.4.
- E7.1.2 Maintain a minimum of one lane of traffic northbound and one lane of traffic southbound on Archibald Street from Marion Street to the alley north of Kavanagh Street at all times.
- E7.1.3 Maintain one lane of traffic northbound on Archibald Street from Kavanagh Street to Plinguet Street at all times.
- E7.1.4 Giroux Street from the public lane west of Dufresne Avenue to Dufresne Avenue shall be signed 'Road Closed, No Exit'.
- E7.1.5 Kavanagh Street from the public lane west of Dufresne Avenue to Archibald Street shall be signed 'Road Closed, No Exit'.
- E7.1.6 The public lane west of Dufresne Avenue from Giroux Street to Kavanagh Street shall be signed 'Road Closed, No Exit'.
- E7.1.7 Intersecting local street, median opening and private approach access shall be maintained at all times unless joint/slab repairs or planing/paving operations require temporary closure. Temporary closures are to be staggered such that consecutive intersections are not closed at the same time. Temporary complete closures on intersecting and/or adjoining Regional Streets shall be no longer than 10 minutes during asphalt planing/paving operations and shall be completed during off peak hours.
- E7.1.8 Should the Contractor be unable to maintain pedestrian or vehicular 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 three (3) business days notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

- E7.1.9 Pedestrian access must be maintained on one side of Archibald Street at all times.
- E7.1.10 Access to existing bus stops must be maintained at all times, unless relocation of a stop is approved by the Contract Administrator and Winnipeg Transit. Per the MTTC, bus stops must be fully accessible throughout the site with loading ramps.
- E7.1.11 Flag persons may be necessary to maintain the flow of traffic during certain Work operations.
- E7.1.12 Ambulance/emergency vehicle access must be maintained at all times.

E8. REFUSE AND RECYCLING COLLECTION

E8.1 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 E8.2 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.

E8.2 Collection Schedule:

Location	Collection Day	Collection Requirements
Residential Collection	Tuesday	City Collection, rear alley cart pickup
381 & 495 Archibald Street	Wednesday	City Collection, front end collection
All Other Collection	Varies	Private Collection

E8.3 No measurement or payment will be made for the Work associated with this specification.

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 except as noted below.

E9.1.1 Charges for permit and water meters used to supply temporary pressurized water to residents and businesses will be reimbursable. The Contractor shall forward the invoice for hydrant permits, meter rental and billing for water usage for temporary pressurized water supply to the Contract Administrator for reimbursement. The Tender number shall be noted on each permit.

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. PORTLAND CEMENT CONCRETE SIDEWALK WITH BLOCK OUTS FOR INDICATOR SURFACES

DESCRIPTION

E12.1 This specification shall supplement CW 3325-R5 "Portland Cement Concrete Sidewalks".

CONSTRUCTION METHODS

E12.2 Add the following to section 9 :

E12.2.1 As shown on the drawings and as directed by the Contract Administrator, construct sidewalk with block outs and/or monolithic curb and sidewalk with block outs, to allow for the installation of indicator surfaces.

E12.2.2 Verify dimensions of paving stones (indicator surface) prior to construction of the block-outs. Gaps between paving stones and concrete pavement shall not exceed five (5) millimetres.

E12.2.3 Concrete curbs for monolithic curb and sidewalk with block outs shall be constructed in accordance with CW 3240.

MEASUREMENT AND PAYMENT

E12.3 Add the following to section 12 :

E12.3.1 Construction of concrete sidewalks with block outs for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

BASIS OF PAYMENT

E12.4 Add the following to section 13 :

E12.4.1 Construction of concrete sidewalks with block outs for indicator surfaces will be paid for at the Contract Unit Price per square meter for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this specification.

E12.4.2 Items of Work:

(a) Type 1 Monolithic Curb and 100 mm Sidewalk with Block Outs.

E12.4.3 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

E12.4.4 Construction of 150 mm reveal height modified barrier curb on radii and 8-12 mm reveal height monolithic curb ramp is incidental to the construction of 'Type 1 Monolithic Curb and 100 mm Sidewalk with Block Outs'.

E13. PAVING STONES FOR INDICATOR SURFACES

DESCRIPTION

E13.1 This specification shall supplement CW 3330-R5 "Installation of Interlocking Paving Stones".

MATERIALS

E13.2 Add the following to section 5 :

E13.2.1 Paving Stones for indicator surfaces shall be as shown on the drawings.

E13.2.2 Paving Stones for indicator surfaces shall be :
Barkman Concrete paving stones -
Charcoal Holland Paver (60mm X 210 mm X 210 mm)
<https://www.barkmanconcrete.com/>

CONSTRUCTION METHODS

E13.3 Add the following to section 9.2 "Preparation of Sub-grade, Sub-base and Sand-base" :

E13.3.1 Preparation of Sand-Base for Paving Stones in Sidewalk Block Outs.

E13.3.2 Place a 15mm layer of bedding sand in the blocked out sidewalk areas.

E13.3.3 The bedding sand shall be spread and levelled so that the paving stones when installed are 5 mm higher than the finished grade.

E13.3.4 No more sand shall be spread than can be covered in with paving stone on the same day.

E13.3.5 The bedding sand shall not be compacted or disturbed prior to laying the paving stones.

E13.4 Add the following to section 9.3 "Installation of Paving Stones" :

E13.4.1 For indicator surface paving stones, commence installation of paving stones against the long edge of the block out to obtain the straightest possible course of installation.

MEASUREMENT AND PAYMENT

E13.5 Add the following to section 12 :

E13.6 Supply and Installation of Paving Stones for Indicator Surfaces

E13.6.1 Paving stones for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the contract Administrator.

BASIS OF PAYMENT

E13.7 Add the following to section 13 :

E13.7.1 The supply and installation of paving stones for indicator surfaces will be paid for at the Contract Unit Price per square meter for "Paving Stone Indicator Surface", measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this specification.

E13.7.2 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

E14. REMOVAL AND DISPOSAL OF EXISTING RAIL LINE

DESCRIPTION

E14.1 This specification covers the removal and disposal of the existing railway track, hardware, ties and ballast at locations within the City right-of-way on Archibald Street.

CONSTRUCTION METHODS

E14.2 The Contractor shall remove and dispose of existing railway track, hardware, ties and ballast to the extent and satisfaction of the Contract Administrator.

E14.3 All materials shall be disposed of in accordance with applicable government regulations.

MEASUREMENT AND PAYMENT

E14.4 Removal and disposal of existing rail line will be paid for at the Contract Unit Price per metre for 'Removal and Disposal of Existing Rail Line', measured as specified herein, which price shall be payment in full for performing all operations herein described in this specification.

E14.5 Payment for 'Removal and Disposal of Existing Rail Line' includes both parallel sections of steel rail.

E15. WORK WITHIN CN RAILWAY RIGHT-OF-WAY

GENERAL REQUIREMENTS

E15.1 The Contractor shall be responsible to meet all Canadian National (CN) constraints, requirements, and safety measures.

E15.2 The Contractor shall not enter into CN property at any time unless they have obtained an agreement from CN and adhere to CN safety measures. **All employees must complete the Contractor Orientation course prior to working within the CN right-of-way.**

E15.3 The Contractor shall arrange with CN to have CN supply a flag person for all activity on the CN right-of-way as required by CN.

E15.4 The Contractor shall assist the Contract Administrator and City to apply for a CN Work Permit. A sample form is attached in Appendix 'B'.

E15.5 The Contractor shall follow all construction and safety requirements while working within the CN right-of-way as specified within the current "CN Safety Guidelines for Contractors and Non-CN Personnel".

E15.6 The Contract Administrator will contact CN to commence the Work permit and approvals process at:

Sara Lovegrove
Prairie Utility Coordinator
sara.lovegrove@CN.ca
Phone: (780) 643-7668

MEASUREMENT AND PAYMENT

E15.7 All Works associated with this specification will be considered incidental to the contract and no payment will be made. Fees associated with the CN Work Permit and costs for flagging services at the CN crossing on Archibald Street south of Messier Street will be paid for by the City.

E16. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO CRITICAL WATER INFRASTRUCTURE

E16.1 Description

E16.1.1 This Section details operating constraints for all Work to be carried out in close proximity to the City feeder mains and other critical water infrastructure. Close proximity shall be deemed to be any construction activity within a 5 m horizontal offset from the centreline of the feeder main/water main, within 5 m of valve chambers and other appurtenances, and any other infrastructure identified below.

E16.2 The following shall be considered critical pipelines and water infrastructure for this project:

E16.2.1 400 mm AC Feeder Main on Archibald Street

E16.3 General Considerations for Work in Close Proximity to Critical Water Infrastructure:

E16.3.1 Feeder mains and large diameter water mains are a critical component of the City of Winnipeg Regional Water Supply System and Work in close proximity to feeder mains shall be undertaken with an abundance of caution. Large diameter feeder main and water mains cannot typically be taken out of service for extended periods to facilitate construction and inadvertent damage caused to the pipe would likely have catastrophic consequences.

E16.3.2 Work around critical water infrastructure shall be planned and implemented to minimize the time period that Work is carried out in close proximity to the pipe and to ensure that the pipeline is not subjected to excessive construction related loads, including excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement.

E16.3.3 Construction in close proximity to critical infrastructure shall not commence until both the equipment and construction method statements have been submitted, reviewed, and accepted by the Contract Administrator.

E16.4 Submittals

E16.4.1 Submit proposed construction equipment specifications to the Contract Administrator for review a minimum of five (5) Business Days prior to construction. The equipment submission shall include:

- (a) equipment operating and payload weights;
- (b) equipment dimensions, including: wheel or track base, track length or axle spacing, track widths or wheel configurations; and,
- (c) load distributions in the intended operating configuration.

E16.4.2 Submit a construction method statement to the Contract Administrator a minimum of five (5) business days prior to construction. The construction method statement shall contain the following minimum information:

- (a) proposed construction plan including excavation locations, haul routes, excavation equipment locations, and loading positions;
- (b) excavation plans, including shoring designs, for excavations occurring in close proximity to feeder mains (within 5 m horizontal of the pipe's centerline) where the excavation to be extended below the top of the feeder mains embedment zone (150 mm above the pipe);
- (c) trenchless construction methodology for feeder main crossings, including: installation methods, means of grade control, means of confirming clear separation between the new LDS and existing feeder main; and
- (d) any other pertinent information required to accurately describe the construction activities in close proximity to the feeder main and permit the Contract Administrator to review the proposed construction plans.

E16.4.3 Incomplete or partial submissions will not be reviewed and will be returned to the Contractor for re-submission.

E16.4.4 Allow five (5) Business Days for review by the Contract Administrator.

E16.5 Feeder Main Operational Limitations

E16.5.1 Feeder main shutdowns are scheduled based on a number of factors including water demand, weather, reservoir operation, routine maintenance and repair Work within the regional distribution system, and other factors. If feeder main shutdowns are required, the City shall endeavour to make requested time periods available to the Contractor to schedule his/her Work requiring removal of the feeder main from service, without limiting the City's control over the operation of the feeder main to complete other Work, maintain adequate water supply and storage of water and maintain the integrity of the infrastructure. The City shall reserve the right to cancel and/or delay these schedule dates at any time,

due to any circumstances that could adversely affect the feeder main or water supply including, but not limited to, high water demand, abnormal weather, failures of related water system components and/or security concerns.

- E16.5.2 Scheduling Restrictions:
- (a) Temporary feeder main shutdowns are typically limited to off-peak demand seasons (September 15th to May 15th) and low demand hours including evenings or other low demand periods.
- E16.5.3 The Contractor shall provide Notice to the Contract Administrator in writing, a minimum of fifteen (15) Business Days prior to requiring the shutdown. The City will endeavour to schedule the shutdown as requested.
- E16.6 Pre-Work, Planning and General Execution
- E16.6.1 No Work shall commence in close proximity to feeder mains, chambers, and critical infrastructure until the equipment specifications and construction method statement have been submitted and accepted, and feeder main locations have been clearly delineated in the field. Work over feeder mains shall only be carried out with equipment that has been reviewed and quantified in terms of its loading implications on the pipe.
- E16.6.2 Contact the City of Winnipeg Water and Waste Department, Construction Services Coordinator prior to construction.
- E16.6.3 Locate feeder mains and water mains and confirm their position horizontally and vertically at the proposed the following locations prior to undertaking Work in close proximity to the identified feeder mains. Note, exact locations to be identified in the field. Deviations from the elevations noted on the Drawings shall be reported to Contract Administrator for review prior to proceeding with Work:
- E16.6.4 Visually delineate all critical infrastructure identified herein on Site by use of paint, staking/flagging, construction fencing, snow fencing, or other suitable methods.
- E16.6.5 Only utilize construction practices and procedures that do not impart excessive vibratory loads on feeder mains and chambers or that would cause settlement of the subgrade below feeder mains and critical pipelines.
- E16.6.6 Where the existing road structure must be removed, crossing of critical infrastructure shall be prohibited from the time the existing roadway structure is removed until the completion of granular base construction. At all times prior to completion of final paving; reduce equipment speeds to levels that minimize the effects of impact loading to the critical infrastructure.
- E16.6.7 Only equipment and construction practices stipulated in the accepted construction method statement and the supplemental requirements noted herein may be utilized in close proximity to feeder mains, chambers, and other critical infrastructure identified herein.
- E16.6.8 Construction operations should be staged in such a manner as to limit multiple construction loads at one time, (e.g., offset crossings sufficiently from each other, rollers should remain a sufficient distance behind spreaders to limit loads. A reasonable offset distance is 3 m between loads).
- E16.6.9 Granular material, construction material, soil, and/or other material shall not be stockpiled on the pipelines or within 5 m of any feeder main, valve chamber, or other critical infrastructure identified herein.
- E16.6.10 The Contractor shall ensure that all crew members understand and observe the requirements of working near feeder mains, valve chambers, and critical infrastructure. Prior to commencement of on-site Work, the Contractor shall jointly conduct an orientation meeting with the Contract Administrator, all superintendents, foreman, and heavy equipment operators to make all workers on the Site fully cognizant of the limitations of altered loading on, the ramifications of inadvertent damage to, and the constraints associated with Work in close proximity to feeder mains and critical pipelines. New personnel introduced after commencement of the Project need to be formally orientated as outlined herein. It is

recommended that restrictions associated with the crossing, consistent with the Contractor's submitted method statement be posted on Site and near the crossing.

E16.7 Demolition, Excavation, and Shoring

- E16.7.1 Use of pneumatic concrete breakers within 3 m of a feeder main, valve chamber, or critical pipeline is prohibited. Pavement shall be full depth sawcut and carefully removed. Use of hand held jackhammers for pavement removal will be allowed.
- E16.7.2 Offset excavation equipment a minimum of 3 m from the centerline of critical pipelines when undertaking excavations where there is less than 2.4 m of earth cover over the pipeline.
- E16.7.3 Excavation:
- (a) Utilize only smooth edged excavation buckets, soft excavation, or hand excavation techniques where there is less than 1.5 m of earth cover over the pipeline.
 - (b) Where there is less than 1.0 m of soil cover above the pipeline, provide full time supervision and complete the excavation utilizing hand excavation, soft excavation methods, or machine excavation. Where machine excavation is to be used the crown of the pipeline must be exposed (or suitable located) using hand or soft excavation methods a minimum of every 1.8 m.
 - (c) Where there is less than 0.5 m of soil cover above the pipeline, provide full time supervision and complete the excavation utilizing hand excavation or soft excavation methods only.
- E16.7.4 Equipment should not be allowed to operate while positioned directly over a feeder main or critical pipeline except were permitted herein, outlined in the reviewed and accepted construction method statement.
- E16.7.5 Excavations within 3 m of the outside edge of a feeder main (hydrovac holes for confirming trenchless installations excluded) and which extend below obvert of the feeder main shall utilize shoring methods that precludes the movement of native in-situ soils (i.e. a tight shoring system).
- E16.7.6 Excavation and base placement for sidewalks and approaches shall be completed shall be completed remotely with limitations as specified herein.

E16.8 Underground Construction and Trenchless Pipe Installation

- E16.8.1 Where removing existing catch basins are noted on the Drawings, expose feeder main where catch basin is closer than 3 metres from Feeder Main. Where Contract Administrator determines removal of catch basin may undermine pipe foundation, remove catch basin to the top of the feeder main and abandon catch basin in place.
- E16.8.2 Where excavation is required within the feeder main's embedment zone, the Contractor shall take steps to ensure the granular embedment material surrounding the feeder main remains stable during the Work and the feeder main outside of the excavation is not undermined.

E16.9 Subgrade Construction

- E16.9.1 Subgrade and backfill compaction within 3 metres (horizontal) of a critical pipeline or valve chamber shall be limited to non-vibratory methods only. Small walk behind vibratory packers will be permitted.
- E16.9.2 Subgrade, sub-base and base course construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing pipelines if the grade is insufficient to support the equipment without rutting.
- E16.9.3 Subgrade conditions should be inspected by personnel with competent geotechnical experience (e.g. ability to adequately visually classify soils and competency of subgrade, subbase, and base course materials). In the event of encountering unsuitable subgrade materials above the feeder main, proposed design revisions shall be submitted to this

office for review to obtain approval from the Water and Waste Department relative to any change in conditions.

- E16.9.4 Fill material shall not be dumped directly on pipelines but shall be stockpiled outside the limits noted in these recommendations and shall be carefully bladed in-place.
- E16.9.5 Only use compaction equipment approved by the contract administrator to compact fill materials above critical pipelines. Compaction of fill materials shall be completed using static methods only, no vibratory compaction will be allowed within the limits noted in these recommendations.
- E16.9.6 Construction operations shall be staged to minimize the time period between excavation to subgrade and placement of granular subbase materials. Should bare subgrade be left overnight, measures shall be implemented to protect the subgrade against inadvertent travel over it and to minimize the impact of wet weather.

E16.10 Subbase and Base Course Construction

- E16.10.1 Subbase or base course materials shall not be dumped directly on pipelines but shall be stockpiled outside limits noted in these recommendations and shall be carefully bladed in-place.
- E16.10.2 Subbase compaction within 3 m horizontal of the centreline of a critical pipeline shall be either carried out by static methods (without vibration) or with smaller approved equipment such as hand held plate packers or smaller roller equipment.

E16.11 Paving

- E16.11.1 When constructing asphalt pavements only non-vibratory compaction may be used within 3m (horizontal) of the center of the feeder main.

E17. CONSTRUCTION PROCEDURES FOR WORK AROUND REGIONAL SEWER AND WATER MAIN INFRASTRUCTURE

E17.1 General

- (a) This specification covers additional construction procedures for Work around Regional Sewer and Watermain Infrastructure. The Regional Sewer and Watermain Infrastructure that may be impacted by the Contractor's operations on this project include:
- (i) 800 mm x 1200 mm CS on Archibald Street;
 - (ii) 300 mm CS on Kavanagh Street;
 - (iii) 250, 375, 450, and 750 mm LDS on Kavanagh Street;
 - (iv) 250, 300 and 375 mm LDS on Giroux Street;
 - (v) 300 mm CS on Giroux Street;
 - (vi) 400 mm AC WM on Archibald Street; and
 - (vii) 250 mm LDS on Archibald Street.

E17.2 Submittals

- E17.2.1 Prior to commencement of Work the Contractor shall submit for review the following data:
- (a) A Work plan detailing proposed excavation and shoring methods intended to be utilized.
 - (b) A list of equipment intended to be used to carry out the Work along with the following information:
 - (i) Equipment operating weight and dimensions including wheel or track base, track length or axle spacings, track widths or wheel configurations;
 - (ii) Payload weights;
 - (iii) Load distributions in the intended operating configuration.

E17.3 Construction Methods

E17.3.1 Excavation Adjacent to Regional Sewer and Watermain Infrastructure

- (a) Construction practices shall not subject Regional Sewer and Watermain Infrastructure to asymmetrical loading at any time.
- (b) Only smooth edged excavation buckets, soft excavation or hand excavation shall be used for excavation adjacent to, and over the pipelines.
- (c) Where excavation adjacent to Regional Sewer and Watermain Infrastructure will extend below the spring line of the Regional Sewer and Watermain Infrastructure and is within 3.0 m measured horizontally, provide full face shoring for the duration of excavations to prevent settlement of the subgrade or loss of bedding below the pipelines. Shoring shall be designed by a professional engineer registered in the Province of Manitoba and experienced in the design of shoring systems. Submit sealed shop drawings and calculations for each shoring installation. The shoring designer shall inspect each shoring installation and certify that the installation is in conformance with the design.
- (d) Maintain a minimum 1.5 m clearance from the outside diameter of the Regional Sewer or Watermain and the edge of excavations for watermain and water service installations.

E17.3.2 Exposing Regional Sewer and Watermain Infrastructure

- (a) Expose Regional Sewer and Watermain Infrastructure at all under-crossings and over-crossings to confirm alignment and depth prior to watermain construction.
- (b) Expose Regional Sewer and Watermain Infrastructure at additional locations to verify location and depth at the beginning and end of the project and a minimum 100 m spacing.
- (c) Use vacuum excavation or hand methods to expose piping. Initial excavation with a backhoe or excavator will be permitted to a maximum of 1.0 m deep.

E17.3.3 Operating or Traveling over Regional Sewer and Watermain Infrastructure

- (a) Where infrastructure is in boulevard areas, or where the surface pavement above the infrastructure has been removed, equipment shall only be permitted to cross the pipes at designated locations. Where directed by the Contract Administrator, provided planking or timber pads to distribute construction equipment loads.
- (b) Construction practices or procedures at or near Regional Sewer and Watermain Infrastructure shall not impart excessive vibration loads to the pipelines.

E17.3.4 Watermain and Water Service Under-Crossings and Over-Crossings

- (a) After confirmation of the elevation and location of the existing infrastructure the Contract Administrator will instruct the Contractor to install the watermain or water service renewals above or below the existing Regional Sewer and Watermain Infrastructure. The following minimum vertical clearances must be achieved:

	Feeder mains		Secondary Sewer	
	Above	Below	Above	Below
Watermain (150 mm or larger)	300 mm	1000 mm	500 mm	1000 mm
Water Service (50 mm or smaller)	200 mm	500 mm	500 mm	500 mm

- (b) Under-crossings shall be constructed by trenchless methods. Pilot rod entry shall be from the shaft nearest the deeper Regional Sewer and Watermain Infrastructure.

- (c) Adjust the laying schedule of watermain pipes to maximize the distance from the centerline of the crossing infrastructure and new watermain pipe joints. Where possible, centre length of pipe on the crossing infrastructure and use full pipe lengths.
- (d) For over-crossings, maximize depth and provide rigid insulation as per SD-018 as directed by the Contract Administrator.

E17.3.5 Compaction and Backfill

- (a) Further to CW 2030, no vibratory compaction equipment will be permitted to be used within 1.5 m of the outside edge of Regional Sewer and Watermain Infrastructure.
- (b) Hand tamp material adjacent to Regional Sewer and Watermain Infrastructure.
- (c) Within 1.5 m of the outside edge of Regional Sewer and Watermain Infrastructure backfill with Class 3 backfill modified as follows:
 - (i) Jet and flood Type 1 material in accordance with CW 2030 Clauses 3.9.1 through 3.9.5.
 - (ii) Tamping with backhoe mounted plate packers will not be permitted.
 - (iii) When initial settlement is complete and the surface is sufficiently dry, place additional backfill material and repeat the jetting and flooding procedure.

E17.4 Measurement and Payment

- (a) No measurement and payment will be made for exposing Regional Sewer and Watermain Infrastructure at locations of under or over-crossings.
- (b) Exposing Regional Sewer and Watermain Infrastructure at locations other than proposed under or over-crossings will be measured on a unit basis and paid for at the Contract Unit Price for "Exposing Regional Sewer and Watermain Infrastructure". The number of units to be paid for will be the total number of excavations completed to expose regional pipelines in accordance with this specification, accepted and measured by the Contract Administrator.
- (c) Watermain under-crossings will be measured on a unit basis and paid for at the Contract Unit Price for "Watermain Under-Crossings - Surcharge" which shall include the excavation and backfill of shafts, exposing regional infrastructure and all other materials and Work necessary or incidental thereto for which separate payment is not elsewhere provided. NOTE: Payment will be as a surcharge unit basis price in addition to the unit price bid for "Watermain Renewals" measured on a length basis.
- (d) Watermain over-crossings will be measured on a unit basis and paid for at the Contract Unit Price for "Watermain Over-Crossings - Surcharge" which shall include the excavation and backfill of shafts, exposing regional infrastructure and all other materials and Work necessary or incidental thereto for which separate payment is not elsewhere provided. NOTE: Payment will be as a surcharge unit basis price in addition to the unit price bid for "Watermain Renewals" measured on a length basis.
- (e) Water service under-crossings will be measured on a unit basis and paid for at the Contract Unit Price for "Water Service Under-Crossings - Surcharge" which shall include the excavation and backfill of shafts, exposing regional infrastructure and all other materials and Work necessary or incidental thereto for which separate payment is not elsewhere provided. NOTE: Payment will be as a surcharge unit basis price in addition to the unit price bid for "Watermain Services" measured on a length basis. Where more than one water service crosses under the regional infrastructure at the same location it will be measured as one under-crossing.
- (f) Water service over-crossings will be measured on a unit basis and paid for at the Contract Unit Price for "Water Service Over-Crossings - Surcharge" which shall include the excavation and backfill of shafts, exposing regional infrastructure and all other materials and Work necessary or incidental thereto for which separate payment is not elsewhere provided. NOTE: Payment will be as a surcharge unit basis price in addition to the unit price bid for "Watermain Services" measured on a length basis. Where more than one water service crosses over the regional infrastructure at the same location it will be measured as one over-crossing.

E18. REMOVAL OF EXISTING TREES

DESCRIPTION

E18.1 This specification covers the removal and disposal of existing trees.

CONSTRUCTION METHODS

E18.2 Trees shall be removed and disposed of by a pre-qualified subcontractor in accordance with the City's 'Guidelines for Maintaining City Owned Trees'. 'Guidelines for Maintaining City Owned Trees' and a list of pre-qualified contractors are located at:

https://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/Homeowner_Tree_Maintenance_Guidelines.stm

E18.3 The Urban Forestry Branch has already approved the removal of the two trees at the southeast corner of the Archibald Street and Messier Street intersection.

E18.4 The Contract Administrator will notify the Urban Forestry Branch when the trees have been removed.

MEASUREMENT AND PAYMENT

E18.5 Removal and disposal of existing trees will be paid for at the Contract Unit Price per metre for 'Removal of Existing Trees', measured as specified herein, which price shall be payment in full for performing all operations herein described in this specification.

E19. SUPPLY AND INSTALL DIRECTIONAL BAR TILES

DESCRIPTION

E19.1 This specification covers the supply and installation of directional bar tiles in 100mm concrete sidewalks.

E19.2 Referenced Standard Construction Specifications and Standard Details

- (a) CW 3235 - Renewal of Existing Miscellaneous Concrete Slabs;
- (b) CW 3310 - Portland Cement Concrete Pavement Works;
- (c) CW 3325 - Portland Cement Concrete Sidewalk.

MATERIALS

E19.3 Acceptable Directional Bar Tile product is:

- (a) 305mm x 610mm Cast in Place (Wet Set) with Anchors – Manufactured by ADA Solutions
 - (i) Part # 1224BAR375Y;
 - (ii) Flush Mount, Federal Yellow;
 - (iii) Fasteners: 6mm Dia. x 38mm Long SS FH Bolts (Hex Drive) and 6mm Dia. x 38mm Long Zinc Inserts;
 - (iv) Sealant: Manufacturer recommended.

INSTALLATION INSTRUCTIONS

E19.4 Installation Instructions for Directional Bar Tiles

- (a) Install Wet Set Replaceable units as per manufacturer's recommendations, and as shown on contract drawings.
- (b) Where necessary, cut Wet Set Replaceable units accurately using a 60 tooth carbide or diamond blade with a suitable cutting device. No cut unit shall measure less than 250mm in length. In accordance with manufacturer's recommendations, supplemental fasteners and Inserts shall be added as needed when the distance between the cut face of the unit and the original hardware exceeds 100mm.

- (c) Install Wet Set Replaceable units true to grade, in location, layout and pattern as indicated on the contract drawings.
- (d) Wet Set Replaceable units shall be set flush into a minimum 65mm depth of concrete (100mm-175mm slump). Vibrate or tamp (with a rubber mallet) the Wet Set Replaceable units into the fresh concrete to ensure that there are no voids underlying the units and that the units are flush with the adjacent substrate. Temporary weights can be added as necessary in the event of float during initial set of the units.
- (e) Joint Lines between successive Wet Set Replaceable Units: Maintain a 3mm-5mm consistent joint line between successive units.
- (f) Tooled Edge Detail: Maintain a 3mm to 6mm tooled edge detail along the perimeter of the Wet Set Replaceable unit installation. Installation of the tooled edge detail facilitates future removal and replacement of the units.
- (g) Sealant: Fill all Joints and Tooled Edge Details with Sikaflex 1A, BASF NP1, or Tremco Dynamic Sealant in the color(s) indicated on the contract drawings. Sealant renders the installation water resistant and provides for a pleasing architectural finish.
- (h) Protective Plastic Sheet: Particularly in direct sunlight and when temperatures exceed 25 degrees C, remove the protective plastic sheeting from the Wet Set Replaceable units within 48 hours of installation of the unit. Failure to do so will be solely at Contractor risk and may result in the protective plastic bonding to the unit thus requiring a considerable effort to remove the protective plastic sheeting.

MEASUREMENT AND PAYMENT

E19.5 Directional Bar Tiles

- E19.5.1 Directional Bar Tiles shall be measured on a unit basis and paid for at the Contract Unit Price per unit for the "Items of Work" listed here below. The number of units to be paid for shall be the total number of Directional Bar Tiles supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

Directional Bar Tiles

- i) 305 mm x 610 mm tiles.

E20. SUPPLY AND INSTALL WATERMAIN AND WATER SERVICE INSULATION

DESCRIPTION

- E20.1 Notwithstanding 3.12 of CW 2110, this specification covers the supply and installation of insulation in roadway excavations over watermains and water services.
- E20.2 Referenced Standard Construction Specifications
- (a) CW 2030 – Excavation Bedding and Backfill;
 - (b) CW 3110 – Sub-grade, Sub-base and Base Course Construction;
- Referenced Standard Details
- (c) SD-018 - Watermain and Water Service Insulation.

MATERIALS

- E20.3 Acceptable insulation is:
- (a) Extruded Polystyrene rigid foam insulation – Type 4, 4" in thickness.
DOW - Roofmate or Highload 40
Owen's Corning - Foamular 350 or Foamular 400.
2" X 48" X 96", 2" X 24" X 96", 4" X 24" X 96"

- E20.4 Sand Bedding:
(a) In accordance with CW 2030.

CONSTRUCTION METHODS

- E20.5 Prior to the installation of any sub-base material or geotextile material, locate all existing water services. Further to SD-018, where directed by the Contract Administrator, excavate the sub-grade to allow the top of the insulation to be installed flush with the surrounding sub-grade. Install the insulation on a level surface centered over the located watermain or water service for the full width of the roadway excavation. Install sand bedding if required to level the surface. Stockpile and dispose of excavated material in accordance with CW 3110.
- E20.6 Thickness of insulation is 100 mm (4"). If using 50 mm (2") panels 2 layers are required. Total width of insulation to be as directed by the Contract Administrator. Place sufficient full width panels to meet or exceed the specified width.
- E20.7 Place insulation panels adjacent to each other over the specified area with no gaps between panels and less than 15mm of elevation difference along the adjoined edges. Where 2" thick panels are being used, offset the top layer to prevent the panel joints from aligning with the joints in the lower layer.
- E20.8 Use full panels of insulation where possible. Where necessary cut insulation panels to obtain coverage to specified lengths. Insulation pieces shall be a minimum of dimension of 300 mm in width or length.
- E20.9 Take appropriate measures to ensure panels are not displaced when installing geotextiles and during backfilling operations.

MEASUREMENT AND PAYMENT

- E20.10 Watermain and Water Service Insulation shall be measured on an area basis and paid for at the Contract Unit Price per square metre of "Watermain and Water Service Insulation". The area to be paid for shall be the total square meters of watermain and water service insulation supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- (a) Excavation of the roadway subgrade in accordance with E20.5 will not be measured for payment and will be included in the payment for "Watermain and Water Service Insulation".

E21. PROVISIONAL ITEMS

- E21.1 The Provisional Items listed in the Schedule of Prices are a part of the Contract.
- E21.2 The Contractor shall not perform Work included in the Provisional Items without prior authorization from the Contract Administrator. All Work included in the Provisional Items will be carried out within the construction areas shown on the drawings.
- (a) Notwithstanding C:7, the City reserves the right to diminish all or any portion of the items of Work listed in the Provisional Items and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

E22. WORK PRACTICES ON ASBESTOS-CEMENT PIPE

- E22.1 Further to C.6.26, the Contractor's attention is directed to the possible health dangers associated with working with asbestos cement pipe and all work associated with the existing AC watermains shall conform to the following publications:
- (a) "Work Practices for Asbestos-Cement Pipe", AWWA No. M16, published by the American Water Works Association.
- (b) "Recommended Work Practices for AC Pipe", 1977, published by the AC Pipe producers Association.

- (c) The Contractor shall state in the “job specific safe work plan” the proposed procedure for working on AC pipe. The Contractor shall also provide proof of asbestos handling training or certification.

E23. WATER MAIN TESTING

- E23.1 Further to CW 2125 Clause 3.4.3, samples must be submitted to the laboratory no later than 20 hours following sampling.

E24. RESTORATIONS – WATERMAIN RENEWAL WORK

GENERAL

- E24.1 Further to Section 3.3 of CW 1130 of the General Requirements, permanent surface restorations including all sodding and pavement works for each renewal shall be completed within ten (10) working days from the date that the renewal is completed.
- E24.2 Where excavations are to be restored with 24-hour early opening concrete, the Contractor shall make it his first priority to; backfill the excavation; pour the 24-hour concrete; where required, lay asphalt as soon as the 24-hour curing period is up and open the closed lane to traffic.
- E24.3 Permanent restorations are required on all portions of the work except as noted below:
- (a) Archibald Street from Giroux Street to 416 metres north of Kavanagh Street.

EXECUTION

- E24.4 Temporary Surface Restoration
- E24.4.1 Further to clause 3.3 of CW 1130, where temporary surface restorations must be made to reopen lanes to traffic, the Contractor shall temporarily restore surfaces as follows:
- (i) Backfill excavation with Class 1 Backfill extending to the underside of hot-mix asphalt as specified below.
 - (ii) Cap excavations in pavement with a minimum 100 millimetre thick layer of hot laid asphalt.
- Where curbs have been removed, construct a temporary asphalt curb.
- (i) Removal and disposal of the existing pavement shall be incidental to the work.
 - (ii) Contractor shall maintain temporarily restored surfaces until completion of permanent rehabilitation works.

- E24.5 Construct concrete curb renewal in accordance with CW 3240.

- E24.6 Construct miscellaneous concrete slab renewals in accordance with CW 3235

MEASUREMENT AND PAYMENT

- E24.7 Temporary Surface Restorations will be measured on an area basis and be paid for at the Contract Unit Price per square metre for “Temporary Surface Restorations: Roadway”, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the work included in this Specification. No separate measurement will be made for the construction of temporary curbs.
- E24.8 Partial Slab Patches shall be constructed, measured and paid for as per CW 3230 except that no differentiation will be made for class of patch. Furthermore, no separate measurement or payment will be made for Drilled Dowels or Tie Bars, the cost for which shall be included in the prices bid for Partial Slab Patches.
- E24.9 Construct miscellaneous concrete slab renewals in accordance with CW 3235. Miscellaneous Concrete slab renewals for sidewalk shall be measured on an area basis and paid for at the

Contract Unit Price per square metre for “Miscellaneous Concrete Slab Renewals – Sidewalk” in Section D of Form B of the Bid Submission.

- E24.10 Concrete curb renewal shall be measured on a length basis and paid for at the Contract Unit Price per metre for “Concrete Curb Renewal” for each curb type listed in Section D of Form B of the Bid Submission.
- E24.11 Construction of asphalt patches shall be measured on an area basis and paid for at the Contract Unit Price per square metre for “Construction of Asphalt Patches” listed in Section D of Form B of the Bid Submission.
- E24.12 Boulevard restoration is incidental to the construction of watermain renewals.

E25. EXPOSING EXISTING UTILITIES

- E25.1 Where indicated on the drawings or as directed by the Contract Administrator, expose existing utilities by vacuum excavation methods. Backfill test excavations to the same standard as specified for the water main renewal. Where these test excavations occur within pavement limits, plate excavations to allow for reopening of lanes to traffic prior to completing permanent pavement restoration. No separate measurement or payment shall be made for test excavations, backfilling, or plating excavations prior to permanent restoration. Pavement restorations will be measured and paid for as specified in E24.

E26. CONNECTION TO EXISTING WATER SERVICES

- E26.1 This specification shall amend Clause 4.22 of CW 2110.
- E26.2 Connection to existing lead water services will be measured and paid for in accordance with Clause 4.13 of CW 2110, “Connecting Existing Copper Water Services to New Water main” for each connection made, regardless of the material of the existing water service being connected to. Connecting to existing lead water services will not be included in the installation of a curb stop.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone.
- F1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at their place of residence. Or
- (a) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account: <https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity>; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or .
 - (c) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in F1.1.
- F1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in F1.1.