



THE CITY OF WINNIPEG

TENDER

TENDER NO. 69-2025

2025 LOCAL STREET RENEWAL (25-R-10) MOLLARD ROAD RECONSTRUCTION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2025 Local Street Renewal (25-R-10) Mollard Road Reconstruction

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 20, 2025.

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

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 D5.

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; and
 - (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; and
 - (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; or
 - (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 (2) 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; or

- (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 (2) 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;
- (b) be financially capable of carrying out the terms of the Contract; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>.
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work;
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba); and
 - (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;
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/>.
- B12.5 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) 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 at [Form G1 Bid Bond & Agreement to Bond](#).
- 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; and
 - (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 (2) 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 (2) 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; and
 - (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 (1) 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 (1) 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 2025 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.4.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. FORM OF CONTRACT DOCUMENTS

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

D3. SCOPE OF WORK

- D3.1 The Work to be done under the Contract shall consist of:
- (a) Granular Surface Renewal:
 - (i) Mollard Road from King Edward Street to Canadian Pacific Kansas City (CPKC) railway crossing;
 - (b) Granular Pavement Reconstruction:
 - (i) Mollard Road from CPKC railway crossing to 1349 Mollard Road;
 - (c) Asphalt pavement reconstruction:
 - (i) Mollard Road from 1349 Mollard Road to Pipeline Road.
- D3.2 The major components of the Work are as follows:
- (a) Granular Surface Renewal:
 - (i) scarify existing road and shoulder surfaces;
 - (ii) grade existing road and shoulder surfaces;
 - (iii) compaction of the graded roadway and shoulder; and
 - (iv) place new surfacing material and compact;
 - (b) Granular Reconstruction:
 - (i) excavation of roadway and ditch;
 - (ii) removal and disposal of existing culverts;
 - (iii) installation of new culverts;
 - (iv) placement of geotextile grid separation and filtration fabric;
 - (v) placement of sub-base and base course materials;
 - (vi) placement of granular finished surface utilizing grade control equipment;
 - (vii) reconstruct approaches; and
 - (viii) boulevard grading, ditch grading and seeding;
 - (c) Asphalt Pavement Reconstruction:
 - (i) excavation of roadway and ditch;
 - (ii) coordinate with BellMTS to relocate buried lines as required;
 - (iii) removal and disposal of existing culverts;
 - (iv) installation of new culverts;
 - (v) placement of geotextile grid separation and filtration fabric;
 - (vi) placement of sub-base and base course materials;
 - (vii) reconstruct approaches;

- (viii) placement of asphalt pavement utilizing grade control equipment (average thickness of one hundred ten (110) millimetres (mm));
- (ix) boulevard grading, ditch grading and seeding; and
- (x) reflective crack maintenance for new asphalt.

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 Dillon Consulting Limited, represented by:

Taran J Peters, P. Eng
Project Manager

Telephone No. 204 226-7429
Email Address tpeters@dillon.ca

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

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 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 UDHR 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 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, Purchasing 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 five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg and Manitoba, its ministers, officers, employees and agents added as an additional insureds, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than five million dollars (\$5,000,000.00) inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence; and
 - (c) property insurance for all mobile offices, portable toilets, machinery and equipment.

- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 All Subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance as outlined in D12.1(a) and (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 by the Subcontractor.
- D12.4 All policies shall be taken out with insurers duly licensed to carry on business in the province of Manitoba.
- D12.5 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, as applicable.
- 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, [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 [Form H2 Labour and Material 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; and
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D13.1.1(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 D5 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. EQUIPMENT LIST

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

D16. DETAILED WORK SCHEDULE

- D16.1 The Contractor shall provide the Contract Administrator with a detailed Work schedule 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 the General Conditions for the return of the executed Contract Documents, as applicable.
- D16.2 The detailed Work schedule shall consist of the following:
- (a) a Gantt chart for the Work based on the C.P.M. schedule; all acceptable to the Contract Administrator.
- D16.3 Further to D16.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or Specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D17. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D17.1 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.
- D17.2 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 (1) crossing in each direction for each intersection (one (1) north/south crosswalk and one (1) 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; and
 - (f) any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D17.3 The Accessibility Plan may also include figures, sketches, or Drawings to demonstrate the proposed plan.
- D17.4 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
- D17.5 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.
- D17.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D17.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- D17.8 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; and
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of two hundred fifty dollars (\$250.00) per instance and per day.

SCHEDULE OF WORK

D18. COMMENCEMENT

- D18.1 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.
- D18.2 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 D12.1;
 - (vii) the Subcontractor list specified in D14;
 - (viii) the equipment list specified in D15;

- (ix) the detailed Work schedule specified in D16;
 - (x) the Requirements for Site Accessibility Plan specified in D17; and
 - (xi) the direct deposit application form specified in D32;
- (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.

D18.3 The Contractor shall not commence the Work on the Site before June 8, 2025.

D18.4 The City intends to award this Contract by May 19, 2025.

D19. WORKING DAYS

D19.1 Further to C1.1(tt);

D19.1.1 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.

D19.1.2 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.

D19.1.3 When the Work includes two (2) 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.

D19.1.4 Further to D20.1, if a Contractor receives permission from the Contract Administrator for Work to be performed on Saturdays and Sundays, these days will be considered Working Days if the Contract Administrator deems that they are also required on-Site.

D20. RESTRICTED WORK HOURS

D20.1 Further to 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and/or Civic Holidays.

D20.2 Further to D19.1.4, if the Contractor received permission from the Contract Administrator for Work to be performed on Saturdays or Sundays, these days will be considered Working Days if the Contract Administrator deemed they are required to be on-Site.

D21. WORK BY OTHERS

D21.1 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 Contractor's 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.

D21.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) Manitoba Hydro Gas Divisions:
 - (i) gas services will be lowered if required on reconstruction road locations. This work shall be coordinated by the Contractor immediately after excavation has taken place;
- (b) BellMTS:

- (i) Relocation of buried services lines, miscellaneous adjustments and/or relocation of BellMTS Boxes and other appurtenances that may be required within this Contract.

D21.3 Further to D21.1 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 D21.2 or additional parties, in their construction schedule as per D16 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D22. SEQUENCE OF WORK

D22.1 Further to C6.1, the sequence of work shall be as follows:

D22.1.1 A recommended traffic staging plan has been included in E1, Appendix 'B' and is generally as follows:

- (a) **Granular Surface Renewal – Mollard Road from King Edward Street to CPKC railway crossing:**
 - (i) scarify existing road and shoulder surfaces;
 - (ii) grade existing road and shoulder surfaces;
 - (iii) compaction of the graded roadway and shoulder; and
 - (iv) place new surfacing material and compact;
- (b) **Granular Pavement Reconstruction – Mollard Road from CPKC railway crossing to 1349 Mollard Road:**
 - (i) **Stage 1 – Westbound Reconstruction:**
 - ◆ roadway and ditch excavation;
 - ◆ sub-base/base construction;
 - ◆ culvert installation and approach construction;
 - ◆ granular roadway construction;
 - ◆ boulevard and ditch grading; and
 - ◆ placing of topsoil and seeds;
 - (ii) **Stage 2 – Eastbound Reconstruction:**
 - ◆ roadway and ditch excavation;
 - ◆ sub-base/base construction;
 - ◆ culvert installation and approach construction;
 - ◆ granular roadway construction;
 - ◆ boulevard and ditch grading; and
 - ◆ placing of topsoil and seeds;
- (c) **Asphalt pavement reconstruction – Mollard Road from 1349 Mollard Road to Pipeline Road:**
 - (i) **Stage 1 – Westbound Reconstruction:**
 - ◆ roadway and ditch excavation;
 - ◆ sub-base/base construction;
 - ◆ culvert installation and approach construction;
 - ◆ granular roadway construction;
 - ◆ boulevard and ditch grading; and
 - ◆ placing of topsoil and seeds;
 - (ii) **Stage 2 – Eastbound Reconstruction:**
 - ◆ roadway and ditch excavation;
 - ◆ sub-base/base construction;

- ◆ culvert installation and approach construction;
- ◆ granular roadway construction;
- ◆ boulevard and ditch grading;
- ◆ placing of topsoil and seeds; and
- ◆ placement of asphalt pavement (Type 1A thickness fifty (50) mm (one (1) lift), Type III thickness sixty (60) mm (one (1) lift).

D22.1.2 Placing topsoil and finished grading of all ditching/boulevards shall be completed prior to commencing construction of the asphaltic concrete overlay, including the scratch course.

D23. SUBSTANTIAL PERFORMANCE

D23.1 The Contractor shall achieve Substantial Performance within seventy-five (75) consecutive Working Days of the commencement of the Work as specified in D18.

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 eighty (80) consecutive Working Days of the commencement of the Work as specified in D18.

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 Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – three thousand six hundred dollars (\$3,600.00); and
- (b) Total Performance – one thousand five hundred dollars (\$1,500.00).

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 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. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D26.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D26.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D26.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D26.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D26.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D26.5 The Work schedule, including the durations identified in D20 to D24 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.
- D26.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D26.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D27. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

- D27.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- D27.2 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted.

D28. SCHEDULED MAINTENANCE

- D28.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) seeding as specified in CW 3510; and
 - (b) reflective crack maintenance as specified in CW 3250.
- D28.2 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

D29. JOB MEETINGS

- D29.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one (1) representative of the Contract Administrator, one (1) representative of the City and one (1) 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.
- D29.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

- D30.1 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).

D31. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D31.1 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

D32. PAYMENT

- D32.1 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.

D33. FUEL PRICE ADJUSTMENT

- D33.1 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.

- D33.1.1 Eligible Work will be determined in accordance with D33.5.
- D33.1.2 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 fifteen percent (15%) regular unleaded gasoline at self-service filling stations and eighty-five percent (85%) diesel fuel at self-service filling stations.
- D33.1.3 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.
- D33.1.4 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.
- D33.2 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.
- D33.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within plus or minus fifteen percent ($\pm 15\%$) of the BFI.
- D33.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance 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.
- D33.5 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;

WARRANTY

D34. WARRANTY

- D34.1 Notwithstanding C13.2, the warranty period for the reconstruction sections of work shall begin on the date of Substantial Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D34.2 Notwithstanding C13.2, the warranty period for the resurfacing section of work 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.
- D34.2.1 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

D35. DISPUTE RESOLUTION

- D35.1 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 D35.

- D35.2 The entire text of C21.4 is deleted, and amended to read: “Intentionally Deleted”.
- D35.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City’s Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D35.4 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; and
 - (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; and
 - (iii) Department Head.
- D35.4.1 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.
- D35.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D35.4.3 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.
- D35.4.4 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 D35.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D36. INDEMNITY

- D36.1 Indemnity shall be as stated in C17.
- D36.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000.00), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work; and
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D36.3 Further to C17, the City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000.00), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D37. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D37.1 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.
- D37.2 For the purposes of D37:
- (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.
- D37.3 Indemnification By Contractor
- D37.3.1 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.
- D37.3.2 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.

D37.4 Records Retention and Audits

- D37.4.1 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.
- D37.4.2 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 D37.4.1 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.

D37.5 Other Obligations

- D37.5.1 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.
- D37.5.2 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.
- D37.5.3 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.
- D37.5.4 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.
- D37.5.5 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.
- D37.5.6 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.

(See D14)

2025 LOCAL STREET RENEWAL (25-R-10) MOLLARD ROAD RECONSTRUCTION

[illegible]

FORM K: EQUIPMENT
(See D15)

2025 LOCAL STREET RENEWAL (25-R-10) MOLLARD ROAD RECONSTRUCTION

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

FORM K: EQUIPMENT
(See D15)

2025 LOCAL STREET RENEWAL (25-R-10) MOLLARD ROAD RECONSTRUCTION

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in their entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Tender shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design Specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
	Cover Sheet	
01	PLAN-PROFILE - START TO STA. 1+920	A1
02	PLAN-PROFILE - STA. 1+920 TO 2+220	A1
03	PLAN-PROFILE - STA. 2+220 TO 2+520	A1
04	PLAN-PROFILE - STA. 2+520 TO 2+820	A1
05	PLAN-PROFILE - STA. 2+820 TO 3+120	A1
06	PLAN-PROFILE - STA. 3+120 TO 3+420	A1
07	PLAN-PROFILE - STA. 3+420 TO 3+720	A1
08	PLAN-PROFILE - STA. 3+720 TO 4+020	A1
09	PLAN-PROFILE - STA. 4+020 TO END	A1
10	CULVERT DETAILS	A1
11	TRAFFIC STAGING - STAGE 1 (1 OF 3)	A1
12	TRAFFIC STAGING - STAGE 1 (2 OF 3)	A1
13	TRAFFIC STAGING - STAGE 1 (3 OF 3)	A1
14	TRAFFIC STAGING - STAGE 2 (1 OF 3)	A1
15	TRAFFIC STAGING - STAGE 2 (2 OF 3)	A1
16	TRAFFIC STAGING - STAGE 2 (3 OF 3)	A1
	Granular Surface Renewal See Appendix B	
A1	2025 LOCAL STREET RENEWAL (R-10) MOLLARD ROAD RESURFACING (STA. 1+000 TO 1+320)	11x17
A2	2025 LOCAL STREET RENEWAL (R-10) MOLLARD ROAD RESURFACING (STA. 1+320 TO 1+650)	11x17

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); and
 - (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; and
 - (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 five percent (5%) of the Total Bid Price the lump sum price will be reduced to five percent (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) Sixty percent (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 forty percent (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; and
 - (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 D17 and as determined by the Contract Administrator.

E2.10 Mobilization and Demobilization will be paid only once (to a maximum of one hundred percent (100%)), regardless of the number of times the Contractor mobilizes to the Site and/or Sites.

E2.11 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'.

E3. OFFICE FACILITIES

E3.1 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 twenty (20) square metres (m), a height of 2.4 m with two (2) 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 sixteen (16) to eighteen (18) degrees Celsius or twenty-four (24) to twenty-five (25) degrees Celsius;
- (e) the building shall be adequately lighted with florescent fixtures and have a minimum of three (3) wall outlets;
- (f) the building shall be furnished with two (2) desks, one (1) drafting table, table three (3) m by 1.2 m, one (1) stool, one(1) four (4) drawer legal size filing cabinet and a minimum of six (6) 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; and
- (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 they deem it necessary.

E3.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.

E3.3 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Completion.

E3.4 On a one (1) time basis, where directed by the Contract Administrator, the Contractor shall relocate the office facilities to a location more convenient for the remaining Work.

E4. PROTECTION OF EXISTING TREES

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

- (a) the Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within two (2) m of trees;

- (b) trees identified to be at risk by the Contract Administrator are to be strapped with twenty-five (25) by one hundred (100) by two thousand four hundred (2,400) mm 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; and
 - (e) Work on-Site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or their designate.
- E4.3 No separate measurement or payment will be made for the protection of trees.
- E4.4 Except as required in E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E5. TRAFFIC CONTROL

- E5.1 Further to 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; and
 - (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.

- E5.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the Site has been maintained.
- E5.3 Further to E5.1(c) and E5.1(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.
- E5.4 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.
- E5.5 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.

E6. TRAFFIC MANAGEMENT

- E6.1 Further to 3.7 of CW 1130:
- (a) Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.
- E6.1.1 Maintain a minimum of one (1) lane of traffic [eastbound] (Phase I) and one (1) lane of traffic [eastbound] (Phase II) during their respective construction times, including during paving and milling operations. When no work is being performed on-Site, non-essential lane closures will not be permitted.
- (a) Should the one (1) lane open to eastbound traffic during the duration of the project require maintenance, the Contractor shall be responsible to maintain the road in a driveable condition that is approved by the Contract Administrator.
- E6.1.2 No lane closures of eastbound traffic will be permitted during Phase I and Phase II without the written permission of the Contract Administrator.
- E6.1.3 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. Traffic on intersecting regional/collector streets (King Edward St and Pipeline Road) shall be maintained at all times, unless planing/paving operations require temporary complete closures. Temporary complete closures shall be no longer than ten (10) minutes during asphalt planing/paving operations and shall be completed during off peak hours.
- E6.1.4 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E6.1.5 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, they 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 twenty-four (24) hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E6.1.6 Ambulance/emergency vehicle and School bus access must be maintained at all times.
- E6.1.7 No Work shall take place within 15.24 m (fifty (50) feet) of either side of CPKC Railway crossing located six hundred fifty (650) m east of Mollard Road and King Edward Street intersection.

E7. REFUSE AND RECYCLING COLLECTION

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

E7.2 Collection Schedule:

1244 Mollard Road.

Collection Day(s): **Monday**

Collection Time: **7:00 a.m.**

Common Collection Area: **1244 Mollard Road garbage and recycling to be relocated to a common collection area as directed by the Contract Administrator.**

Mollard Road from Pipeline Road to 1349 Mollard Road.

Collection Day(s): **Tuesday**

Collection Time: **7:00 a.m.**

Common Collection Area: **Mollard Road garbage and recycling to be relocated to a common collection area as directed by the Contract Administrator.**

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

E8. PEDESTRIAN SAFETY

E8.1 During the project, for locations such as open excavations are adjacent to pedestrian facilities, a temporary snow fence shall be installed. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.

E9. WATER OBTAINED FROM THE CITY

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

E10. SURFACE RESTORATIONS

E10.1 Further to 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 (1) 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. MIX DESIGN PROPORTION

E12.1 General

E12.1.1 Further to CW 3310-R19, this Specification covers the mix proportion for all concrete types related to, the construction of Portland Cement Concrete pavements, curbs, gutters, private approaches, bull-noses, median slabs, medians, safety medians and boulevard splash strips, sidewalks and other related concrete works.

E12.2 Referenced Standard Construction Specifications

(a) CW 3310 – Portland Cement Concrete Pavement Works.

E12.3 Mix Design

E12.3.1 Further to CW 3310-R19 Table CW 3310.5, the minimum cementitious contents shall be as follows:

- (a) Type 1 – three hundred eighty (380) kilograms per cubic metre (kg/m^3);
- (b) Type 2 – three hundred sixty (360 kg/m^3);
- (c) Type 3 – three hundred eighty (380 kg/m^3);
- (d) Type 4 – three hundred eighty (380 kg/m^3);
- (e) Type 5 – three hundred forty (340 kg/m^3); and
- (f) Type 6 – three hundred sixty (360 kg/m^3).

REQUIREMENTS

E12.3.2 The Mix Design Statements for all the concrete shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval.

QUALITY ASSURANCE

E12.3.3 The Contract Administrator shall ensure the frequency and number of quality assurance tests in accordance with CW 3310.

E13. ASPHALTIC CONCRETE PAVEMENT WORKS

E13.1 Asphaltic Concrete Pavement Works, Construction of Mainline Paving, Tie-ins and Approaches for Type 1A and Type III type asphalt shall be in accordance with the special provision provided in Appendix 'C'.

E14. STRIPPING AND STOCKPILING TOPSOIL

DESCRIPTION

E14.1 Further to the latest version of the City of Winnipeg Standard Construction Specification Stripping and Stockpiling Topsoil CW 3110 and Earthworks and Grading CW 3170, this Specification shall cover the removal of organic materials necessary for the preparation and construction of the proposed roadway embankment.

E14.2 Roadway embankment construction shall be understood to mean the placing of suitable earth fill to obtain the required cross-sections shown on the Drawings.

E14.3 Referenced the latest version of the City of Winnipeg Standard Construction Specifications:

- (a) CW 3110 – Stripping and Stockpiling Topsoil; and
- (b) CW 3170 – Earthworks and Grading.

CONSTRUCTION METHODS

E14.4 Excavation

- (a) All organic material shall be stored on the Site as directed by the Contract Administrator.
- (b) The organic material shall be excavated until acceptable in situ material for the embankment construction is exposed.

E14.5 Use and Disposal

- (a) Suitable material resulting from the excavation of topsoil shall be stockpiled and used for topsoil placement prior to seeding as per CW 3540. The Contractor shall locate a legal stockpile site for the suitable organic material for the intended purpose of reusable fill material for embankment and ditch construction.
- (b) Unsuitable material shall be disposed of by the Contractor.
- (c) Any material dropped or spilled on any streets during the hauling operation shall be promptly cleaned up by and at the expense of the Contractor, to the satisfaction of the Contract Administrator.

E14.6 Preparation of Existing Ground Surface and Use of Material

- (a) Once all organic material has been stripped, as directed by the Contract Administrator, the ground surface shall be prepared for earthworks and grading as per CW 3170.
- (b) At the completion of the excavation of ditches and construction of the roadway, stockpiled topsoil material shall be utilized as topsoil throughout the project Site and shall be paid for under CW 3520 Seeding. Placing Stockpiled Topsoil Material shall be prioritized over Imported Topsoil Material. Imported Topsoil Material shall only be used if the Stockpiled Topsoil Material within the project limits have been exhausted and all other material is determined to be unsuitable by the Contract Administrator. No Imported Topsoil Material shall be used without approval by the Contract Administrator. Should Imported Topsoil Material be required to be brought in, this will also be paid for under CW 3520 Seeding. Material from the stockpile shall attempt to first be utilized in areas not adjacent to residents so that if new material is required to be brought in, it will be utilized on the north side of Mollard Road from 2+800 to Pipeline Road.
- (c) No additional payment will be made for multiple handling of material or hauling of material within the project limits.

MEASUREMENT

- E14.7 Stripping and stockpiling topsoil will be measured on a square metre basis. The area to be paid for shall be the total number of square metres that are removed in accordance with this Specification and as shown on the Drawings acceptable to the Contract Administrator, as computed from measurements made by the Contract Administrator. No payment will be made for material removed outside of the limits of excavation.

PAYMENT

- E14.8 Stripping and stockpiling topsoil will be paid for at the Contract Unit Price per square metre for "Stripping and Stockpiling Topsoil", measured as specified herein, which price shall be payment in full for performing all operations herein described and all other items incidental to the work included in this Specification.

E15. BENCH CUT STEPPED EXCAVATION

DESCRIPTION

- E15.1 Further to the latest version of the City of Winnipeg Standard Construction Specification for Sub-Grade, Sub-Base and Base Course Construction CW 3110, this Specification covers bench cut stepped excavation.

E15.2 Referenced the latest version of the City of Winnipeg Standard Construction Specifications:

- (a) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction; and
- (b) CW 3170 – Earthworks and Grading.

CONSTRUCTION METHODS

E15.3 Bench Cut Stepped Excavation

- (a) Bench cut stepped excavation to be completed as shown on Drawings and/or as directed by Contract Administrator.
- (b) Bench cuts shall consist of excavating horizontal cuts into the slopes of the existing roadway embankment prior to the placement of widening material thereon. Bench cuts shall be made at vertical intervals of 0.5 m, with the base of the initial bench cut being approximately 0.5 m above the toe of the existing slope. The base of each bench cut shall extend into the existing slope a minimum of two (2) m. Suitable material resulting from the bench cut shall be incorporated and compacted into the new embankment. Unsuitable material shall be disposed of as directed by the Contract Administrator.

E15.4 Placing suitable Site material in bench cut areas

- (a) Compact the sub-grade in accordance with CW 3110 after the bottom of the excavation has been approved by the Contract Administrator.
- (b) Suitable Site material shall be placed and compacted in layers as per CW 3170 to the satisfaction of the Contract Administrator.
- (c) The subgrade and ditch surfaces shall be prepared for earthworks and grading as per CW 3110.

MEASUREMENT AND PAYMENT

E15.5 Bench Cutting will be measured on a volume basis and paid for at the Contract Unit Price per cubic metre under "Excavation". The volume to be paid for will be the total number of cubic metres excavated in accordance with this Specification, accepted and measured by the Contract Administrator. As per CW 3110.

E15.6 No additional payment will be made for multiple handling of material or hauling of material within the project limits.

E16. DITCH GRADING

DESCRIPTION

E16.1 Further to the latest version of the City of Winnipeg Standard Construction Specification for Sub-Grade, Sub-Base and Base Course Construction CW 3110 and for Earthwork and Grading CW 3170, this Specification shall cover the removal, relocation and provision of ditch grading within the Site or as directed by the Contract Administrator in accordance with this Specification and as shown on the Drawings.

E16.2 Referenced the latest version of the City of Winnipeg Standard Construction Specifications:

- (a) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction; and
- (b) CW 3170 – Earthwork and Grading.

MATERIALS

E16.3 As per CW 3170.

CONSTRUCTION METHODS

E16.4 Ditch Grading

- (a) As per CW 3110.
- (b) No additional payment will be made for multiple handling of material or hauling of material within the project limits.

MEASUREMENT AND PAYMENT

- E16.5 Ditch Grading will be measured on a volume basis and paid for at the Contract Unit Price per cubic metre under "Ditch Excavation". The volume to be paid for will be the total number of cubic metres excavated in accordance with this Specification, accepted and measured by the Contract Administrator. As per CW 3110.

E17. EXCAVATION AND FILL MATERIAL

DESCRIPTION

- E17.1 Further to the latest version of the City of Winnipeg Standard Construction Specification for Sub-Grade, Sub-Base and Base Course Construction CW 3110 and for Earthwork and Grading CW 3170, this Specification shall cover the removal, relocation and provision of excavation and fill material within the Site or as directed by the Contract Administrator in accordance with this Specification and as shown on the Drawings.
- E17.2 Referenced the latest version of the City of Winnipeg Standard Construction Specifications:
- (a) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction; and
 - (b) CW 3170 – Earthwork and Grading.

MATERIALS

- E17.3 As per CW 3170.

CONSTRUCTION METHODS

- E17.4 Excavation
- (a) As per CW 3110.
- E17.5 Ditch Excavation
- (a) As per CW 3110.
- E17.6 Supply of Fill Material
- (a) As per CW 3170.
 - (b) Placing Suitable Site Material for Fill shall be prioritized over Imported Material. Imported Material shall only be used if the Suitable Site material within the project limits have been exhausted and all other material is determined to be unsuitable by the Contract Administrator. No Imported Material shall be used without approval by the Contract Administrator.
 - (c) Suitability of Site fill material will be determined on-Site by the Contract Administrator. Fill material will be obtained from material excavated on-Site as part of suitable "Bench Cut Step Excavation", suitable "Ditch Excavation" and suitable "Excavation". Remaining excess excavation material shall be hauled off-site and disposed of by the Contractor.
 - (d) No additional payment will be made for multiple handling of material or hauling of material within the project limits.
 - (e) Suitability of Site fill material will be determined on-Site by the Contract Administrator. Fill material will be obtained from that excavated on-Site as part of "Ditch Excavation". Remaining excess "Ditch Excavation Material" shall be hauled off-site and disposed of by the Contractor.
 - (f) It is anticipated that with a shrinkage factor of thirty percent (30%), approximately eighty-five percent (85%) of the material excavated under Ditch Excavation will be required for

suitable Site material. No additional payment will be made if the amount of material hauled off-site is in excess of fifteen percent (15%).

MEASUREMENT AND PAYMENT

E17.7 Excavation

(a) As per CW 3110.

E18. PRIVATE APPROACH APPURTENANCES

DESCRIPTION

E18.1 This Specification shall cover the removal/reinstallation and or supplied/installation of various private approach gates, concrete curbing, paving stones and culvert headwalls and or other items to be removed/reinstallation and or supplied/installation while restoring private approaches.

CONSTRUCTION METHODS

E18.2 If unique appurtenances exist, the Contractor is responsible to remove, safely store or dispose of, and replace all private approach appurtenances (e.g., wood, concrete, pavers, etc.) from the roadway to the property line, to the satisfaction of the Contract Administrator. Reinstallation of unique appurtenances shall be completed equal to or better than existing. Driveways with landscaping finishes shall be replaced equally to what was existing.

E18.3 Materials shall be removed/reinstalled or supplied/installed as directed by the Contract Administrator.

E18.4 Supplied new materials shall be approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

E18.5 No additional payment will be made to the Contractor as it relates to private approach appurtenances as described above, as this will be considered incidental to the Contract.

E19. TREE REMOVALS

DESCRIPTION

E19.1 This Specification shall amend the City of Winnipeg Standard Construction Specification CW 3010 "Clearing and Grubbing", and shall cover the removal of trees as specified on the Contract Drawings. The City of Winnipeg, Forestry Branch must be contacted prior to removing any trees.

CONSTRUCTION METHODS

E19.2 Remove only trees marked and confirmed for removal in the field by the Contract Administrator.

E19.3 Remove trees in accordance with CW 3010.

E19.4 The Contractor shall arrange for any Elmwood to be disposed of by the City of Winnipeg.

MEASUREMENT AND PAYMENT

E19.5 Removal of trees will be measured on a unit basis and paid for at the Contract Unit Price per unit item of "Tree Removal". The number to be paid for will be the total number of trees removed in accordance with this Specification and accepted by the Contract Administrator.

E20. POST REMOVAL

DESCRIPTION

- E20.1 This Specification shall cover the removal of wooden posts located in various locations throughout the project area.

CONSTRUCTION METHODS

- E20.2 Wooden posts that are within the new road or ditch alignment shall be removed and disposed of by the Contractor as directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

- E20.3 Removal and disposal of all wooden posts as directed by the Contract Administrator will be measured as a lump sum unit price and paid for at the Contract Unit Price for "Post Removal".

E21. WORKING AROUND MANITOBA HYDRO POLES

DESCRIPTION

- E21.1 When excavating for the road within three (3.0) m of a Manitoba Hydro wood pole, a Safety Watch will be required. The Contractor shall provide a digger truck capable of holding the pole in place while excavation and granular subbase backfill is completed back to original grade.
- (a) the digger truck to be provided by the Contractor shall be to the satisfaction of the Contract Administrator and Manitoba Hydro Safety Watch personnel; and
 - (b) Manitoba Hydro will provide subsequent Appendix for allowable excavations around existing poles.

CONSTRUCTION METHOD

- E21.2 The pole rigging sling to be provided by the Contractor shall be to the satisfaction of the Contract Administrator and Manitoba Hydro Safety Watch personnel.
- E21.3 The sling is to be wrapped around the pole and connected it to the winch line of the digger truck. The sling is to be situated just above the halfway mark of the pole between ground level and the top of the pole. The reason for this is to allow the operator to have control of the pole in the event that the pole breaks (due to rot or cracks).
- E21.4 Manitoba Hydro Safety Watch personnel will assist the Contractor in attaching and detaching the pole sling.

MEASUREMENT AND PAYMENT

- E21.5 The Work described in this Specification will be considered incidental to "Excavation" and no measurement or payment will be made.

E22. WORKING IN CLOSE PROXIMITY TO GAS INFRASTRUCTURE

DESCRIPTION

- E22.1 While working in close proximity to gas infrastructure, all procedures and precautions outlined in the Appendix 'D' – Safe Excavation & Safety Watch Guideline manual must be adhered to. Ensure that all locates and clearances are current and have been received and understood prior to construction.

MEASUREMENT AND PAYMENT

- E22.2 Hydro excavation to locate and verify gas infrastructure as typically required by Manitoba Hydro will be considered incidental to the Work.

E22.3 Any costs associated performing Safety Watches will be considered incidental to the Work.

E23. WORK WITHIN RAIL RIGHT-OF-WAY

GENERAL REQUIREMENTS

E23.1 The Contractor shall be responsible to meet all CPKC constraints, requirements, and safety measures.

E23.2 The Contractor shall arrange with each rail company to have them supply a flag person for all activity on their right-of-way or the extension of the right-of-way as required.

E23.3 The Contractor is expected to schedule his Work in order to minimize the need for flagging.

E23.4 Information regarding CPKC flagging and additional working requirements is included in Appendix 'E'.