



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 369-2019**

**2019 STREETS MAINTENANCE PROGRAM – ASPHALT OVERLAY AND  
CONCRETE PAVEMENT PRESERVATIONS**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	14

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Conflict of Interest and Good Faith	5
B13. Qualification	6
B14. Bid Security	7
B15. Opening of Bids and Release of Information	7
B16. Irrevocable Bid	8
B17. Withdrawal of Bids	8
B18. Evaluation of Bids	9
B19. Award of Contract	9

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	2
D4. Contractor's Supervisor	2
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Notices	2
D7. Furnishing of Documents	3

#### Submissions

D8. Authority to Carry on Business	3
D9. Safe Work Plan	3
D10. Insurance	3
D11. Contract Security	4
D12. Subcontractor List	4
D13. Detailed Work Schedule	4

#### Schedule of Work

D14. Commencement	5
D15. Restricted Work Hours	5
D16. Work By Others	5
D17. Sequence of Work	6
D18. Substantial Performance	6
D19. Total Performance	7
D20. Liquidated Damages	7
D21. Scheduled Maintenance	7

**Control of Work**

D22. Job Meetings	7
D23. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	8
D24. The Workplace Safety and Health Act (Manitoba) – Qualifications	8

**Measurement and Payment**

D25. Payment	8
--------------	---

**Warranty**

D26. Warranty	8
---------------	---

**Third Party Agreements**

D27. Funding and/or Contribution Agreement Obligations	8
Form H1: Performance Bond	11
Form H2: Labour and Material Payment Bond	13
Form J: Subcontractor List	15

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
E2. Protection Of Existing Trees	2
E3. Traffic Control	2
E4. Traffic Management	3
E5. Refuse and Recycling Collection	4
E6. Pedestrian Safety	4
E7. Water Obtained From the City	4
E8. Surface Restorations	4
E9. Partial Depth Concrete Repairs	5
E10. Skewed Joints	8
E11. Salt Tolerant Grass Seeding	9
E12. Coordination of Construction With Railway Companies	9
E13. Modified Asphalt Repair Sealing	10

**Appendix 'A' – Canadian Pacific Railway (CPR) Documents**

**Appendix 'B' – Crafcoc® Inc. MasticMT One Installation Instructions**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2019 Streets Maintenance Preservation Program - Asphalt Overlay and Concrete Pavement Preservations.

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 23, 2019.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

### **B5. CONFIDENTIALITY**

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

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

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.4 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

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

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices, hard copy;
  - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Tender number and the Bidder's name and address.
- B8.4.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Tender number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid.
- B8.4.2 A hard copy of Form B: Prices must be submitted with the Bid. If there is any discrepancy between the Adobe PDF version of Form B: Prices and the Microsoft Excel version of Form B: Prices, the PDF version shall take precedence.
- B8.5 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).
- B8.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Bids shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, shall be affixed;
  - (d) if the Bidder is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in D27. Any such costs shall be determined in accordance with D27.
- B10.1.2 For the convenience of Bidders, and pursuant to B8.4.2 and B18.4.2, an electronic spreadsheet Form B: Prices in Microsoft Excel (.xls) format is available along with the Adobe PDF documents for this Tender on the Bid Opportunities page at the Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B11. DISCLOSURE**

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

B11.2 The Persons are:

- (a) N/A

**B12. CONFLICT OF INTEREST AND GOOD FAITH**

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

B12.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

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

that could or would be seen to:

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

B12.3 In connection with its Bid, each entity identified in B12.2 shall:

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

B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Bidder to put into place such policies,



procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B12.5** Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its employees proposed for the Work;
  - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Bidder or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Bidder if the Bidder, or one of its employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

### **B13. QUALIFICATION**

- B13.1** The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2** The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3** The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- B13.4** Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
    - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR)

- Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.)
- B13.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B14. BID SECURITY**

- B14.1 The Bidder shall provide bid security in the form of a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond).
- B14.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
  - B14.1.2 All signatures on bid securities shall be original.
  - B14.1.3 The Bidder shall sign the Bid Bond.
  - B14.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B14.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B14.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

#### **B15. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B15.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Division, or in such other office as may be designated by the Manager of Materials.
- B15.1.1 Bidders or their representatives may attend.
  - B15.1.2 Bids determined by the Manager of Materials, or his/her designate, to not include the bid security specified in B14 will not be read out.
- B15.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at

The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

- B15.3 After award of Contract, the name(s) of the successful Bidder(s), their address(es) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

## **B16. IRREVOCABLE BID**

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid.
- B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed 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.

## **B17. WITHDRAWAL OF BIDS**

- B17.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 13 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 13 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Bid withdrawn.
- B17.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

## **B18. EVALUATION OF BIDS**

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is qualified.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 The electronic Form B: Prices and the formulas imbedded in that spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of the imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Bid Price performed as a function of the formulas within the electronic Form B: Prices are correct.

## **B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B19.3 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of D27 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of:

- (a) Asphalt Overlay
  - (i) E/B Nairn Avenue from Grey Street to Panet Road.
- (b) Concrete Pavement Preservation
  - (i) W/B Nairn Avenue from Panet Road to Grey Street;
  - (ii) N/B Pembina Highway from Minerva Avenue to St. Norbert Bridge;
  - (iii) W/B Sterling Lyon Parkway from Victor Lewis Drive to Kenaston Boulevard.
- (c) Partial Sidewalk Renewals
  - (i) E/B Nairn Avenue from Grey Street to Panet Road;
  - (ii) W/B Nairn Avenue from Panet Road to Grey Street.

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

- (a) Asphalt Overlay
  - (i) Renewal of existing concrete slabs and joints with full depth concrete repairs;
  - (ii) Asphalt milling at construction limit tie-ins;
  - (iii) Adjustment of existing catch basins, manholes and appurtenances as required;
  - (iv) Renewal of existing curb, median slab and sidewalk as required;
  - (v) Placement of asphalt overlay (Average thickness 60mm); and
  - (vi) Boulevard restoration.
- (b) Concrete Pavement Preservation
  - (i) Renewal of existing concrete joints through partial depth joint repair methods;
  - (ii) Renewal of existing concrete slabs and joints with full depth concrete repairs;
  - (iii) Renewal of existing curbs and median slab as required;
  - (iv) Joint sealing and crack routing and sealing (W/B Nairn Avenue);
  - (v) Partial curb renewals;
  - (vi) Adjustment of existing catch basins, manholes and appurtenances as required; and
  - (vii) Boulevard restoration.
- (c) Partial Sidewalk Renewal
  - (i) 100mm concrete sidewalk;
  - (ii) Installation of detectible warning tiles;
  - (iii) Adjustments and/or renewal of interlocking paving stones;
  - (iv) Adjustment of existing manholes and appurtenances as required; and
  - (v) Boulevard restoration.

### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is WSP, represented by:  
Scott Minty, P.Eng.  
Senior Project Manager, Transportation Engineering  
Telephone No. 204 943-3178  
Email Address Scott.Minty@wsp.com

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

D3.3 Bids Submissions must be submitted to the address in B8.

### **D4. CONTRACTOR'S SUPERVISOR**

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

D4.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

### **D6. NOTICES**

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3 D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D3.

D6.3 Notwithstanding C21, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following:

The City of Winnipeg  
Attn: Chief Financial Officer  
Office of the Chief Administrative Officer  
Susan A. Thompson Building  
2nd Floor, 510 Main Street  
Winnipeg MB R3B 1B9

- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

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

- D6.5 Bids Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

**D7. FURNISHING OF DOCUMENTS**

- D7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Tender. If the Contractor requires additional sets of the Tender, they will be supplied to him/her at cost.

**SUBMISSIONS**

**D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

**D9. SAFE WORK PLAN**

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

**D10. INSURANCE**

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;



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

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## **D11. CONTRACT SECURITY**

D11.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D11.2 The Contractor shall provide the City Solicitor with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent 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.

D11.3 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 D11.1(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.

## **D12. SUBCONTRACTOR LIST**

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at 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.

## **D13. DETAILED WORK SCHEDULE**

D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

D13.2 The detailed work schedule shall consist of the following:

- (a) a Gantt chart for the Work acceptable to the Contract Administrator.

D13.3 Further to D13.2(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.

## **SCHEDULE OF WORK**

### **D14. COMMENCEMENT**

D14.1 The Contractor shall not commence any Work until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D14.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D8;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
  - (iv) the Safe Work Plan specified in D9;
  - (v) evidence of the insurance specified in D10;
  - (vi) the contract security specified in D11;
  - (vii) the subcontractor list specified in D12; and
  - (viii) the detailed work schedule specified in D13.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D14.3 The Contractor shall commence the Work on the Site within seven (7) Calendar Days of receipt of the letter of intent.

D14.4 The City intends to award this Contract by June 6, 2019.

D14.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D15. RESTRICTED WORK HOURS**

D15.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

### **D16. WORK BY OTHERS**

D16.1 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Traffic Services Department – Provide necessary regulatory signs and replacement of signs and paint lines. The Contractor is expected to cooperate with the City of Winnipeg;
- (b) City of Winnipeg Traffic Signals – Traffic signal loops may require decommissioning and reinstallation. The Contractor is expected to cooperate with the City of Winnipeg;
- (c) Winnipeg Transit – The Contractor will be required to coordinate with Winnipeg Transit to maintain service and minimize disruption during construction;
- (d) Manitoba Hydro – Manhole adjustments. The Contractor is expected to coordinate with Manitoba Hydro for the adjustment of any hydro manholes or required riser rings; and
- (e) BellMTS – Manhole adjustments. The Contractor is expected to coordinate with BellMTS for the adjustment of any manholes or required riser rings.

- (f) CP Railway – The Contractor is expected to cooperate with CP Railway for any proposed work within the CP right of way.
- (g) CN Railway – The Contractor is expected to cooperate with CN Railway for any proposed work within the CN right of way.
- (h) Manitoba Infrastructure – The Contractor is expected to cooperate with Manitoba Infrastructure for any required traffic control within Manitoba Infrastructure right of way.

D16.2 The Contractor shall coordinate all utility watches as required.

#### **D17. SEQUENCE OF WORK**

D17.1 Further to C6.1, the proposed sequence of work shall be as follows and any modifications or alternatives must be approved by the Contract Administrator:

D17.1.1 Construction activity is to be limited to one lane of the roadway at a time. No construction shall commence on the subsequent lanes until all work is completed on the lane under construction, or as otherwise approved by the Contract Administrator.

D17.1.2 The Contractor will be required to grow the work zone as the construction progresses in order to maintain as much roadway to vehicular traffic as possible.

D17.1.3 The partial depth concrete repairs are to be commenced prior to the full depth concrete repairs and at all times shall precede the full depth concrete repairs within the work zone.

D17.1.4 Asphalt placement will be sequenced as to prevent longitudinal asphalt cold joints.

- (a) The Contractor shall provide one (1) week notice to the Contract Administrator prior to placing the final lift of asphalt.

D17.1.5 No pavement drop-offs will be permitted overnight.

D17.1.6 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.

D17.1.7 The construction limits of W/B Sterling Lyon Parkway include both CN and CP railway crossings. An advance notice of 4 weeks will be required for any work within the rail right of ways to allow time for the Contract Administrator to coordinate appropriate flagging and track control with the respective railways. Required approvals, flagging and track control must be in place prior to commencing any work within the rail right of ways. CN and CP procedures and guidelines will be followed at all times while working within their respective right of ways.

D17.1.8 Access to all public and private approaches is to be maintained throughout construction in all project locations unless a closure has been approved by the Contract Administrator.

#### **D18. SUBSTANTIAL PERFORMANCE**

D18.1 The Contractor shall achieve Substantial Performance by August 9, 2019.

D18.2 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.

D18.3 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.

## **D19. TOTAL PERFORMANCE**

- D19.1 The Contractor shall achieve Total Performance by August 16, 2019.
- D19.2 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.
- D19.3 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.

## **D20. LIQUIDATED DAMAGES**

- D20.1 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 Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – Three Thousand dollars (\$3000.00);
  - (b) Total Performance – One Thousand Five Hundred dollars (\$1500.00).
- D20.2 The amounts specified for liquidated damages in D20.1 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.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D21. SCHEDULED MAINTENANCE**

- D21.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Reflective Crack Maintenance as specified in CW 3250-R7;
  - (b) Seeding maintenance as specified in CW 3520-R7;
  - (c) Sodding maintenance as specified in CW 3210-R9; and
  - (d) Gravel surfacing maintenance as specified in CW 3150-R4.
- D21.2 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**

### **D22. JOB MEETINGS**

- D22.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

**D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D23.1 Further to C6.24, 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).

**D24. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D24.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

**MEASUREMENT AND PAYMENT**

**D25. PAYMENT**

D25.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

**WARRANTY**

**D26. WARRANTY**

D26.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total 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.

D26.2 Notwithstanding C13.2 or D26.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

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

D26.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**THIRD PARTY AGREEMENTS**

**D27. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

D27.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D27.2 Further to D27.1, in the event that the obligations in D27 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.

D27.3 For the purposes of D27:

- (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.

#### D27.4 Modified Insurance Requirements

- D27.4.1 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D27.4.2 If not already required under the insurance requirements identified in D10, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D27.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D27.4.4 Further to D10.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D27.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

#### D27.5 Indemnification By Contractor

- D27.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

#### D27.6 Records Retention and Audits

- D27.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D27.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D27.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other

information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

**D27.7 Other Obligations**

- D27.7.1 The Contractor consents to the City providing a copy of the Contract to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D27.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D27.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D27.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

TENDER NO. 369-2019

2019 Streets Maintenance Program – Asphalt Overlay And Concrete Pavement Preservations which is by reference made part hereof and is hereinafter referred to as the "Contract".

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .



**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: LABOUR AND MATERIAL PAYMENT BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

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

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

TENDER NO. 369-2019

2019 Streets Maintenance Program – Asphalt Overlay And Concrete Pavement Preservations

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

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
19M-00209-00-00	Cover Sheet	11x17
19M-00209-00-01	EASTBOUND NAIRN AVENUE - FROM GRAY STREET TO PANET ROAD STA. 1+000 TO STA. 1+350	11x17
19M-00209-00-02	EASTBOUND NAIRN AVENUE - FROM GRAY STREET TO PANET ROAD STA. 1+350 TO STA. 1+725	11x17
19M-00209-00-03	EASTBOUND NAIRN AVENUE - FROM GRAY STREET TO PANET ROAD STA. 1+725 TO STA. 2+100	11x17
19M-00209-00-04	EASTBOUND NAIRN AVENUE - FROM GRAY STREET TO PANET ROAD STA. 2+100 TO STA. 2+470	11x17
19M-00209-00-05	EASTBOUND NAIRN AVENUE - FROM GRAY STREET TO PANET ROAD STA. 2+470 TO STA. 2+730	11x17
19M-00209-00-06	WESTBOUND NAIRN AVENUE - FROM PANET ROAD TO GRAY STREET STA. 1+000 TO STA. 1+340	11x17
19M-00209-00-07	WESTBOUND NAIRN AVENUE - FROM PANET ROAD TO GRAY STREET STA. 1+340 TO STA. 1+700	11x17
19M-00209-00-08	WESTBOUND NAIRN AVENUE - FROM PANET ROAD TO GRAY STREET STA. 1+700 TO STA. 2+080	11x17
19M-00209-00-09	WESTBOUND NAIRN AVENUE - FROM PANET ROAD TO GRAY STREET STA. 2+080 TO STA. 2+440	11x17
19M-00209-00-10	WESTBOUND NAIRN AVENUE - FROM PANET ROAD TO GRAY STREET STA. 2+440 TO STA. 1+740	11x17
19M-00209-00-11	NORTHBOUND PEMBINA HIGHWAY - FROM MINERVA AVENUE TO St. NORBERT BRIDGE STA. 1+000 TO STA. 1+320	11x17
19M-00209-00-12	NORTHBOUND PEMBINA HIGHWAY - FROM MINERVA AVENUE TO St. NORBERT BRIDGE STA. 1+320 TO STA. 1+660	11x17
19M-00209-00-13	NORTHBOUND PEMBINA HIGHWAY - FROM MINERVA AVENUE TO St. NORBERT BRIDGE STA. 1+660 TO STA. 2+020	11x17
19M-00209-00-14	NORTHBOUND PEMBINA HIGHWAY - FROM MINERVA AVENUE TO St. NORBERT BRIDGE STA. 2+020 TO STA. 2+360	11x17
19M-00209-00-15	NORTHBOUND PEMBINA HIGHWAY - FROM MINERVA AVENUE TO St. NORBERT BRIDGE STA. 2+360 TO STA. 2+710	11x17
19M-00209-00-16	NORTHBOUND PEMBINA HIGHWAY - FROM MINERVA AVENUE TO St. NORBERT BRIDGE STA. 2+710 TO STA. 3+020	11x17

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
19M-00209-00-17	NORTHBOUND PEMBINA HIGHWAY - FROM MINERVA AVENUE TO St. NORBERT BRIDGE STA. 3+020 TO STA. 3+250	11x17
19M-00209-00-18	WESTBOUND STERLING LYON PARKWAY - FROM VICTOR LEWIS DRIVE TO KENASTON BOULEVARD STA. 1+000 TO STA. 1+340	11x17
19M-00209-00-19	WESTBOUND STERLING LYON PARKWAY - FROM VICTOR LEWIS DRIVE TO KENASTON BOULEVARD STA. 1+340 TO STA. 1+690	11x17
19M-00209-00-20	WESTBOUND STERLING LYON PARKWAY - FROM VICTOR LEWIS DRIVE TO KENASTON BOULEVARD STA. 1+690 TO STA. 2+050	11x17
19M-00209-00-21	WESTBOUND STERLING LYON PARKWAY - FROM VICTOR LEWIS DRIVE TO KENASTON BOULEVARD STA. 2+050 TO STA. 2+410	11x17
19M-00209-00-22	WESTBOUND STERLING LYON PARKWAY - FROM VICTOR LEWIS DRIVE TO KENASTON BOULEVARD STA. 2+410 TO STA. 2+700	11x17

## **E2. PROTECTION OF EXISTING TREES**

- E2.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
  - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
  - (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
  - (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E2.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his/her designate.
- E2.3 No separate measurement or payment will be made for the protection of trees.
- E2.4 Except as required in clause E2.1(c) and E2.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

## **E3. TRAFFIC CONTROL**

- E3.1 Further to clauses 3.6, 3.7 and 3.8 of CW 1130:
- (a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
  - (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the manual) shall be responsible for placing,

maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or subcontractor.

- (c) The Contractor shall also meet requirements of the Manitoba Infrastructure Work Zone Traffic Manual for construction activity on Pembina Highway.

E3.2 Notwithstanding E3.1, in accordance with the MTTC, the Contract Administrator shall make arrangements with the **Traffic Services Branch of the City of Winnipeg** to place, maintain, and remove all **regulatory signs** and traffic control devices authorized and/or required by the Traffic Management Branch in the following situations:

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

E3.2.1 An exception to E3.2 is the 'KEEP RIGHT/KEEP LEFT' sign (RB-25 / RB-25L) which shall be supplied, installed, and maintained by the Contractor at their own expense.

E3.2.2 Further to E3.2, where the Contract Administrator has determined that the services of the Traffic Services Branch are required, the City shall bear the costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.

#### **E4. TRAFFIC MANAGEMENT**

E4.1 Further to clause 3.7 of CW 1130:

- (a) Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.

E4.1.1 Maintain a minimum of one lane of traffic in each direction during their respective construction times, including during paving operations. When no work is being performed on site, non-essential lane closures will not be permitted.

E4.1.2 Where left turn lanes exist, an additional lane to accommodate the left turn storage lane shall be maintained at all times.

E4.1.3 Intersecting local street, median opening and private approach access shall be maintained at all times unless joint/slab repairs or 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 shall be maintained at all times unless paving operations require temporary complete closures. Temporary complete closures shall be no longer than 10 minutes during asphalt paving operations and shall be completed during off peak hours.

- E4.1.4 The Contractor is to provide two weeks' notice to the City and the Contract Administrator prior to commencing any construction activity on Pembina Highway or Sterling Lyon Parkway so that any required regulatory and DCZ signage can be prepared and coordinated.
- E4.1.5 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E4.1.6 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E4.1.7 Pedestrian access must be maintained at all times.
- E4.1.8 Ambulance/emergency vehicle access must be maintained at all times.

## **E5. REFUSE AND RECYCLING COLLECTION**

- E5.1 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 E5.2 to permit the normal collection vehicles to collect the materials. Immediately following collection the Contractor shall return receptacles to the addresses marked on the receptacles.

- E5.2 Collection Schedule:

### **Pembina Highway from Minerva Avenue to St. Norbert Bridge**

<i>Collection Day(s):</i>	<b>Wednesday</b>
<i>Collection Time:</i>	<b>7:00am</b>
<i>Common Collection Area:</i>	<b>To be confirmed</b>

- E5.3 No measurement or payment will be made for the work associated with this specification.

## **E6. PEDESTRIAN SAFETY**

- E6.1 During the project, the Contractor shall ensure that proper signage is in place during sidewalk construction to direct any pedestrians within the construction zone either around the construction or to the sidewalk on the opposite side of the street. The Contractor must also use proper signage, barricades and temporary fencing to protect and keep pedestrians safely away from the construction area and open excavations to the satisfaction of the Contract Administrator. No measurement for payment shall be made for this work.

## **E7. WATER OBTAINED FROM THE CITY**

- E7.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

## **E8. SURFACE RESTORATIONS**

- E8.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.



**E9. PARTIAL DEPTH CONCRETE REPAIRS**

DESCRIPTION

E9.1 This specification shall cover all operations relating to partial depth concrete repairs of concrete pavement joints. 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 other things necessary for and incidental to the satisfactory performance and completion of all as hereinafter specified.

E9.2 Referenced Standard Construction Specifications  
(a) CW 3310 – Portland Cement Concrete Pavement Works.

MATERIAL

E9.3 Patching Material to be used for the partial depth repairs is Five Star Highway Patch or VersaSpeed. This material shall be covered and kept out of direct sunlight when being stored. No substitutions are allowed for this material.

E9.4 PATCHING MATERIAL MIX DESIGN (ALTERNATIVE 1)  
(a) Mixing water used for batching cementitious patching material will be clean and potable water. Water used for mixing must not exceed 25° Celsius.  
(b) The cementitious patching material may be extended by the addition of coarse aggregate meeting the gradation required of the table below. The material may be extended to a maximum of 50% by weight of cementitious material.  
(c) Batching of material to be conducted as per manufacturers instruction

Aggregate Extender Gradation	
Sieve [mm]	% Passing
10.0	100
5.0	0 – 15
2.5	0 – 5
0.080	0 – 1

E9.5 PATCHING MATERIAL MIX DESIGN (ALTERNATIVE 2)

E9.5.1 Alternative Patching Materials Mix Design to Alternative 1 meeting all of the requirements listed below will be considered and reviewed by the Contract Administrator for acceptance as a Patching Material.  
(a) The Alternative Patching Material Mix Design shall be performed by a certified third party laboratory according to CSA A23.1 Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practice for Concrete.  
(b) The proportioning, volumetric, and physical properties of the Mix Design will be submitted to the Contract Administrator for review prior to acceptance.  
(c) Aggregates must conform to Table 12 of CSA A23.1 Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practice for Concrete.

Patching Material Mix Design (Alternative 2) Performance Criteria			
Compressive Strength	CSA A23.2-9C	2 hours	13.0 MPa
		3 hours	24.0 MPa
		24 hours	34.0 MPa
		7 days	48.0 MPa

Length Change	ASTM C157	Air Storage	< 500 microstrains
Chloride Ion Permeability	ASTM C1202	Very Low	100 – 1000 Coulomb
Time of Set	ASTM C403		< 1.5 hours
Resistance to Salt-Frost Scaling	ASTM C672	After 50 cycles	0.1 kg/m <sup>2</sup>
Air Content	CSA A23.2-4C		5 -8%

E9.5.2 Curing Compound

- (a) The Curing Compound will be Type 2, white-pigmented and water based liquid membrane forming curing in accordance with ASTM C309.

E9.5.3 Bond Breaker

- (a) Bond Breaker shall be Styrofoam (6.5 ± .5 mm thick) or waxed cardboard or other suitable product approved by the Contract Administrator.

EQUIPMENT

E9.6 Chipping hammers shall be either Hilti TE 905 electric driven or if using air driven hammers, shall be less than or equal 13.5 kg, combined with sharp chipped tempered hammer bits.

E9.7 Sand blasting equipment shall be air compressor operated with a nozzle size to match to the air compressor pressure. Preferred equipment is:

- (a) Clemco Model 2020 with a #4 nozzle on a dolly using Black Diamond 20/40 grit at an operating pressure of 110 PSI  
(b) Acceptable sand blasting equipment:  
(i) Clemco Model 1042 using fine silica sand at an operating pressure of 100 PSI

E9.8 An oil free jetted air compressor shall be used to blow out repairs, vacuum will not be acceptable

E9.9 Quickie Saw, capable of holding 2-14" diamond tip blades and must be used in conjunction with a cart to make long straight cuts.

E9.10 A mason's hammer for sounding concrete.

E9.11 Calibrated 3 litre (2.84 quart) water container.

CONSTRUCTION METHODS

E9.12 Remove any existing AMZ or asphalt material if applicable from the concrete surface adjacent to the area to be repaired.

E9.13 Sawcut the repair edge a minimum width of 25mm beyond the edge of the deteriorated concrete, to a minimum depth of 25mm. Sawcuts shall be made parallel to the joint. No diagonal cuts are allowed. For pavement where deterioration is observed 50 mm or less in depth, a 12 mm edge sawcut can be utilized.

E9.14 Remove existing sealant 100 mm beyond the ends of the repair.

E9.15 Remove all loose or deteriorated concrete with either an electric or air driven 13.5 kg chipping hammer without damaging the saw cut or existing joint. If during removal, damage occurs beyond the sawcut, remove the concrete at a 45° angle down to the joint. A new sawcut is not required.

- E9.16 Sound the concrete using sight, sound, and feel with a mason's hammer to determine the presence of additional deteriorated concrete. Complete additional removal of any unsound concrete, as stated above.
- E9.17 If any of the following conditions are present in a concrete joint, repairs should be completed as a full depth repairs:
- (a) Vertical displacement of the concrete slab by more than 5mm;
  - (b) Corrosion of the tire bars or dowels;
  - (c) Concrete deterioration is present to the bottom or around the existing tie bars or dowels;
  - (d) Improper layout of original pavement joints.
- E9.18 Sawcut 6 mm wide along the existing joint, to a depth of 10 mm below the deepest part of the deteriorated concrete or to the depth of the steel. The saw cut shall extend the full length of the repair area. Do not cut the steel.
- E9.19 Sandblast the concrete surface of the repair area, the saw cut run-outs, and 25 mm beyond the perimeter of the repair area to ensure that the concrete surface is rough and clean. The Contractor shall be responsible for protecting traffic during sandblasting.
- E9.20 Use compressed air that has an oil free air jet having sufficient volume and pressure to remove dust and loose particles.
- E9.21 Place a 6 mm bond breaker to the full length and depth of the saw cut to match the pavement surface. The bond breaker shall extend 50 mm beyond the edge of the repair.
- E9.22 Mix the concrete repair material in accordance with the manufacturer's guidelines and according to the following instructions:
- (a) Material and water are to be stored in an enclosed vehicle or facility.
  - (b) Water for mixing must be no more than 25° Celsius and must be clean and potable. If the mix temperature is greater than 25° Celsius, bags of cubed ice shall be used for mixing in the water. Bags shall remain intact to keep the ice cubes from mixing in the water.
  - (c) Remove the old mix material from the pail by scraping the bucket after each batch.
- E9.23 The existing concrete surface shall be misted until immediately prior to placement of the repair material. If the temperature of the concrete is too high, place ice in the hand sprayer to reduce the temperature.
- E9.24 Place the concrete repair material according to the following instructions:
- (a) Place the repair material on both sides of the bond breaker at the same time. The bond breaker must remain straight and intact during placement of the repair material.
  - (b) Start placing repair material on the high side of the joint if possible. Plan the placement so there will be a minimum number of ends of active material where continuous placement is occurring.
  - (c) Do not place partial fill material with a layer on the bottom between batches. Only bulkhead a cold joint. If a joint is placed, sandblast before butting new material against the bulkhead. Create a cold joint by striking off vertically and removing excess repair material. To keep more than one joint active when more than one head of material is being worked on, use part of each succeeding batch to extend the working time of each active repair material head.
  - (d) To finish a repair, strike off material with the edge of a trowel flush with the existing concrete and finish with a steel trowel.
  - (e) Do not add additional water during mixing or after mixing as it will result in strength loss of the repair material.
  - (f) Use minimal motions to finish the surface. Overworking will result in scaling or spalling of the repair surface.

(g) The finished concrete shall be flush with the adjacent existing concrete.

E9.25 Sawcut run-outs shall be filled with concrete repair material.

E9.26 Uniformly apply water based white pigmented curing compound once the material has set up.

E9.27 Sawcut the width and depth to match the existing pavement joint reservoir and reseal.

#### MEASUREMENT AND PAYMENT

E9.28 Construction of Partial Depth Concrete Repairs will be measured on an area basis and paid for at the Contract Unit Price per square meter for "Partial Depth Concrete Repairs". The area to be paid for will be the total number of square meters of partial depth concrete repairs supplied and placed in accordance with this specification and accepted by the Contract Administrator, including all material and operations herein described and all other items incidental to the Work included in this Specification. Any partial depth repair that is less than 0.03 m<sup>2</sup> shall be measured as 0.03 m<sup>2</sup>.

### **E10. SKewed JOINTS**

#### DESCRIPTION

E10.1 Further to CW 3230 and CW 3310, this specification covers the requirement for any tie bars, dowels, and dowel assemblies on skewed joints.

#### MATERIALS

E10.2 Tie Bars

E10.2.1 As per City of Winnipeg Specifications, CW 3230.

E10.3 Dowels

E10.3.1 As per City of Winnipeg Specifications, CW 3230.

E10.4 Skewed Dowel Assemblies

E10.5 Dowel assemblies will be supplied as per City of Winnipeg Specifications, CW 3310, and will be skewed such that dowels placed in the assembly are parallel the travel direction of the lane.

#### CONSTRUCTION METHODS

E10.6 Skewed joints will be identified on site by the Contract Administrator.

E10.7 For full depth concrete patches and slabs tied into existing pavement drilled holes for tie bars or dowels will be drilled parallel the travel direction for the lane.

E10.8 For consecutive slab repairs requiring joints at 5 meter intervals or less skewed dowel assemblies will be installed. The Contractor shall ensure that the assembly is skewed to match the joint line and the dowels are parallel the travel direction of the lane.

#### MEASUREMENT AND PAYMENT

E10.9 Drilled tie bars on a skewed joint will be measured and paid for as per City of Winnipeg Specifications, CW 3230 for "Drilled Tie Bars".

E10.10 Drilled dowels on a skewed joint will be measured and paid for as per City of Winnipeg Specifications, CW 3230 for "Drilled Dowels".

E10.11 Skewed dowel assemblies will be measured and paid for as per City of Winnipeg Specifications, CW 3310 for "Supply and Installation of Dowel Assemblies".

## **E11. SALT TOLERANT GRASS SEEDING**

### DESCRIPTION

- E11.1 Further to CW 3520 and CW3540, this specification shall cover sub-grade preparation and the supply and placement of Salt Tolerant Grass Seed.

### MATERIALS

- E11.2 Salt Tolerant Grass Seed

- E11.2.1 Salt Tolerant Grass Seed for regional and collector boulevards, medians and interchange areas shall be a mixture composed of:

- (a) Seventy percent (70%) Fults or Nuttals Alkaligrass (*Puccinellia* spp.), twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue and ten percent (10%) Perennial Ryegrass.

### EQUIPMENT

- E11.3 Scarification equipment shall be suitable for the area being scarified, shall be capable of scarifying the sub-grade to the specified depth and shall be accepted by the Contract Administrator. For confined areas a toothed bucket may be acceptable. For larger areas tilling equipment may be required.

### CONSTRUCTION METHODS

- E11.4 Preparation of Existing Grade

- E11.4.1 Prior to placing topsoil, in areas to be seeded greater in width than 600mm, prepare the existing sub-grade by scarifying to a minimum depth of 75mm and to a maximum depth of 100mm to the satisfaction of the Contract Administrator.

- E11.4.2 Scarification shall consist of breaking up and loosening the sub-grade. No scarification shall occur within the edge of a tree canopy (or drip line).

- E11.5 Salt Tolerant Grass Seeding

- E11.5.1 Salt Tolerant Grass Seed shall be sown at a rate of 2.2 kilograms per 100 square meters.

### MEASUREMENT AND PAYMENT

- E11.6 Supply, placement and maintenance of Salt Tolerant Grass Seed will be paid for at the Contract Unit Price per square metre for "Salt Tolerant Grass Seeding", measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification. Payment for Salt Tolerant Grass Seeding shall be in accordance with the following:

- (a) Sixty five (65%) percent of quantity following supply and placement.  
(b) Remaining thirty five (35%) percent of quantity following termination of the Maintenance Period.

## **E12. COORDINATION OF CONSTRUCTION WITH RAILWAY COMPANIES**

- E12.1 General Requirements

- E12.1.1 The Contractor shall be responsible to meet all railway companies, CN and CPR, constraints, requirements, and safety measures.

- E12.1.2 Prior to the Contractor commencing work within railway property, the contractor will provide an advance notice of 4 weeks prior to the commencement of work.

**E12.2 Railway Flagging Costs**

E12.2.1 The railway companies will provide a Protecting Foreman for the protection of the railway's plant and equipment and no cost shall be borne by the Contractor.

**E12.3 CP Requirements**

E12.3.1 CP Requirements are included in Appendix A. The Contractor is advised that these requirements are applicable to all of the Contractor's personnel and equipment crossing CP tracks and property.

**E12.4 CN Requirements**

E12.4.1 While not included within these specifications, all CNR requirements shall be followed by the Contractor. The Contractor is responsible to ensure compliance with these requirements by all parties operating under his direction. Detailed information will be available prior to start of construction. While not directly applicable to CNR property and trackage, the CP requirements should be considered as guidelines.

**E13. MODIFIED ASPHALT REPAIR SEALING**

**DESCRIPTION**

E13.1 This specification covers the supply and installation of polymer modified asphalt pavement repair.

**MATERIAL**

E13.2 The polymer modified asphalt pavement repair shall be Mastic One<sup>MT</sup>.

**E13.3 Manuals**

(a) Attached Manual; Crafcoc<sup>®</sup> Inc. Mastic One<sup>MT</sup> Installation Instructions.

**E13.4 Preparation and Installation**

E13.4.1 Prepare the surface in accordance with Manufacturer's installation instructions (attached).

**MEASUREMENT AND PAYMENT**

E13.5 Modified Asphalt Repair Sealing will be measured on a length basis and paid for at the Contract Unit Price per metre for "Modified Asphalt Repair Sealing". The length to be paid for will be the total number of metres of Modified Asphalt Repair Sealing installed in accordance with this specification, accepted and measured by the Contract Administrator.

E13.6 Preparation of the surface for modified asphalt repair sealing shall be included in the cost of "Modified Asphalt Repair Sealing" and no separate measurement and payment will be made.