



THE CITY OF WINNIPEG

TENDER

TENDER NO. 168-2025

**2025 INDUSTRIAL STREETS –RUPERT AVENUE AND VARIOUS OTHER
LOCATIONS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 2025 Industrial Streets –Rupert Avenue and Various Other Locations

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 7, 2025.
- B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.
- B3.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.1.

B6. SUBSTITUTES

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

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

B7. BID COMPONENTS

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

B8. BID

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

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

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

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

B9. PRICES

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

B9.1.1 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 D39. Any such costs shall be determined in accordance with D39.

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

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

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

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

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

B9.6 Form B: Prices is organized into Part 1, Part 2, Part 3, Part 4 and Part 5 of the Work. Bidders shall provide a total price for each Part and, on the summary sheet, a Total Bid Price consisting of the sum of prices for Part 1, Part 2, Part 3, Part 4 and Part 5 and mobilization/demobilization.

B10. DISCLOSURE

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

B10.2 The Persons are:
(a) NA

B11. CONFLICT OF INTEREST AND GOOD FAITH

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

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
(a) other commitments;
(b) relationships;

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

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

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

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

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

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

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

B12. QUALIFICATION

- B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and D8)

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

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

- B12.5 Further to B12.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

- B12.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. BID SECURITY

- B13.1 The Bidder shall include in their Bid Submission bid security in the form of a digital bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in Form G1: Bid Bond and Agreement to Bond, available at <https://www.winnipeg.ca/media/4929/>.
- B13.2 Bid security shall be submitted in a digital format meeting the following criteria:
- (a) The version submitted by the Bidder must have valid digital signatures and seals;
 - (b) The version submitted by the Bidder must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) The version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) The verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding B13.2(a).
- B13.3 Bonds failing the verification process will not be considered to be valid and the bid shall be determined to be non-responsive in accordance with B17.1(a).
- B13.4 Bonds passing the verification process will be treated as original and authentic.
- B13.4.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B13.5 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly formed with the successful Bidder and the contract securities are furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B13.6 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Tender.

B14. OPENING OF BIDS AND RELEASE OF INFORMATION

- B14.1 Bids will not be opened publicly.
- B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at www.merx.com.
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

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

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

B15. IRREVOCABLE BID

B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

B16. WITHDRAWAL OF BIDS

B16.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B17. EVALUATION OF BIDS

B17.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.

B17.2.1 Any bid with an apparent imbalance between the unit prices in Part 1, Part 2, Part 3, Part 4 and Part 5 may be determined to be non-responsive and rejected by the Award Authority in their sole discretion, acting reasonably.

B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.

B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

B17.4.2 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 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 D39 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.
- B18.5 As noted in D3 and identified in Form B: Prices, the Work of Part 5 will be contingent upon Manitoba Hydro approving funding for the Work. If sufficient funding for Part 5 Work is not approved by Manitoba Hydro the City shall have the right to eliminate all or any portion of Part 5 Work in accordance with D2.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. FORM OF CONTRACT DOCUMENTS

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

D3. SCOPE OF WORK

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

- (a) Part 1 – City Funded Work
- (b) Part 2 – Water and Waste Work
- (c) Part 3 – Transit Improvements
- (d) Part 4 – Municipal Cemeteries Branch Work
- (e) Part 5 – Manitoba Hydro Funded Work

Part 1 – City Funded Work

- D3.2 City Funded Work shall consist of:

- (a) Concrete Reconstruction
 - (i) Owena Street from Henry Avenue to Logan Avenue
 - (ii) Rupert Avenue from Main Street to Martha Street
- (b) Asphalt Reconstruction
 - (i) Beacon Street from Logan Avenue to Alexander Avenue
- (c) Pavement Rehabilitation
 - (i) Bangor Avenue from Notre Dame Avenue to St James Street
 - (ii) Orange Street from Bangor Avenue to Dublin Avenue

Part 2 – Water and Waste Work

- D3.3 Water and Waste Work shall consist of:

- (a) Manhole Repairs
 - (i) Bangor Ave - Manhole Repair (MH20010785)
 - (ii) Bangor Ave - Manhole Repair (MH20010784)
 - (iii) Orange St - Manhole Repair (MH20010707)
 - (iv) Orange St - Manhole Repair (MH20010710)
 - (v) Owena St - Manhole Repair MH20017890)
- (b) Sewer Repairs
 - (i) Orange St - Sewer Repair (MA20011759)
 - (ii) Rupert Ave - Sewer Repair (MA70013725)
 - (iii) Beacon St - Sewer Repair (MA20019786)
 - (iv) Beacon St - Sewer Repair (MA20019776)

Part 3 – Transit Improvements

D3.4 Transit Improvements

- (a) Intersection Modifications
 - (i) Notre Dame Avenue at Sherwin Road

Part 4 – Municipal Cemeteries Branch Work

D3.5 Municipal Cemeteries Branch Work shall consist of:

- (a) Construction on Internal Roads and Associated Work
 - (i) Brookside Cemetery

Part 5 – Manitoba Hydro Funded Work

D3.6 Manitoba Hydro Funded Work shall consist of:

- (a) Street Lighting Installation and Associated Work
 - (i) Rupert Avenue from Main Street to Martha Street

D3.7 The City currently has no approved funding in the Capital Budget for Part 5 of the Work, but is anticipating receiving notification about funding from Manitoba Hydro by late May. Part 5 of the Work is contingent upon Manitoba Hydro approving sufficient funding.

D3.7.1 Further to C7.1, if notice of sufficient funding is not received, the City shall have the right to eliminate all or any portion of Part 5, and the Contract Price will be reduced accordingly.

D3.7.2 Further to C7.5, C7.5.1, and C7.6, a reduction in the Contract Price pursuant to D3.7.1 shall not be considered in calculating the aggregate reduction in the Contract Price for purposes of C7.5.

D3.7.3 If all or any portion of Part 5 is eliminated pursuant to D3.7.1, the time periods stipulated in D25 for Substantial Performance of the Work and in D26 for Total Performance of the Work will be reduced proportionally by the Contract Administrator acting reasonably.

D3.8 The major components of the Work are as follows:

- (a) Construction on Internal Roads and Associated Work (Brookside Cemetery)
 - (i) Strip topsoil (stockpile topsoil as directed by Contract Administrator)
 - (ii) Remove Existing Gate
 - (iii) Remove and replace existing culverts
 - (iv) Install new culverts
 - (v) Construct ditches as per drawings
 - (vi) Placing new separation/filtration geotextile fabric and geogrid
 - (vii) Placing new limestone sub-base and base course granular layers
 - (viii) Installation of Pavement repair fabric at culvert locations
 - (ix) Construction of new asphalt pavement
 - (x) Mill and Fill of internal cemetery roads at various locations
- (b) Pavement Rehabilitation (Bangor Avenue and Orange Street)
 - (i) Complete required sewer and manhole repairs
 - (ii) Installation of new catch basins c/w subdrains and sewer service pipe
 - (iii) Renewal of miscellaneous pavement slabs (200 mm reinforced concrete pavement)
 - (iv) Construction of barrier curb
 - (v) Installation of sidewalk c/w detectable warning tiles as required
 - (vi) Adjustment of catch basins and manholes
 - (vii) Installation of pavement repair fabric at various locations
 - (viii) Construction of new asphalt overlay

- (ix) Adjustment of paving stones or patio blocks
- (x) Boulevard restoration and sodding as required
- (c) Asphalt Reconstruction (Beacon Street)
 - (i) Complete required sewer and manhole repairs
 - (ii) Installation of new catch basins c/w subdrains and sewer service pipe
 - (iii) Removal of existing asphalt/concrete pavement
 - (iv) Excavation and subgrade preparation
 - (v) Insulating water services
 - (vi) Placing new non-woven geotextile fabric separation/filtration fabric and geogrid
 - (vii) Placing new recycled concrete granular sub-base layer
 - (viii) Placing new limestone granular base course layer
 - (ix) Renewal of existing 200mm reinforced concrete driveways
 - (x) Construction of reversed curb and gutter
 - (xi) Construction of new asphalt pavement
 - (xii) Renewal of existing sidewalks c/w detectable warning tiles as required
 - (xiii) Installation of asphalt at tie ins as required
 - (xiv) Boulevard restoration and sodding as required
- (d) Concrete Reconstruction (Owena Street and Rupert Avenue)
 - (i) Complete Rupert Avenue Hydro Excavation Utility Explorations prior to commencing any work on Rupert Avenue
 - (ii) Complete required sewer and manhole repairs
 - (iii) Installation of new catch basins c/w subdrains and sewer service pipe
 - (iv) Removal of existing concrete pavement
 - (v) Excavation and subgrade preparation
 - (vi) Insulating water services
 - (vii) Placing new non-woven geotextile fabric separation/filtration fabric and geogrid
 - (viii) Placing new limestone sub-base and base course granular layers
 - (ix) Construction of plain dowelled concrete pavement (230mm on Rupert Avenue and 200mm on Owena Street)
 - (x) Construction of 230mm reinforced (On Rupert Avenue as required over utility ducts)
 - (xi) Renewal of existing 200mm reinforced concrete driveways
 - (xii) Construction of Barrier curb c/w curb bump outs as noted on construction drawings
 - (xiii) Renewal of existing sidewalks c/w detectable warning tiles as required
 - (xiv) Installation of sidewalk with block outs and paving stone indicator surfaces (On Rupert)
 - (xv) Installation of asphalt at tie ins as required
 - (xvi) Boulevard restoration and sodding as required
- (e) Transit Improvements (Notre Dame at Sherwin)
 - (i) Remove ramp curb and existing sidewalk
 - (ii) Construct new accessible bus pads and tie-in with existing roadway and sidewalk facilities
 - (iii) Install new bike path
 - (iv) Renewal of existing sidewalks c/w detectable warning tiles as required
 - (v) Construct new traffic island
 - (vi) Installation of RRFB's by others
 - (vii) Boulevard restoration and sodding as required
- (f) Street Lighting Installation and Associated Work

- (i) Installation of new streetlighting conduit
- (ii) Installation of new pre-cast concrete bases including luminaires and appurtenances for street and pedestrian lighting
- (iii) Removal of existing street light poles and bases
- (iv) Installation of new street lighting cables in conduit, including cable termination
- (v) Installation of ground rods

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

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

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

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

D5. DEFINITIONS

D5.1 When used in this Tender:

- (a) **“Payment Certification”** means the Contract Administrator’s statement of the sums certified to be paid by the City to the Contractor with reference to its interim and final progress estimates and/or the Contractor’s Proper Invoice;
- (b) **“Proper Invoice”** means the definition within *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto, and also includes the criteria to be included in an invoice, as set out in the Measurement and Payment provisions of the Contract;
- (c) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (d) **“The Builders’ Liens Act”** or **“the BLA”** means *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto.

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is AECOM Canada ULC, represented by:
Thomas Findlay
Project Manager/Contract Administrator
Telephone No. 204 390-1464
Email Address Thomas.findlay@aecom.com
- D6.2 At the pre-construction meeting, Thomas Findlay will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D7. CONTRACTOR'S SUPERVISOR

- D7.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D7.2 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 D7.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D9. SUPPLIER CODE OF CONDUCT

- D9.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D9.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

- D9.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D10. UNFAIR LABOUR PRACTICES

- D10.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D10.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D10.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C18.
- D10.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D10.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D10.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D10.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D10.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D11. FURNISHING OF DOCUMENTS

- D11.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. SAFE WORK PLAN

- D13.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D13.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D13.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D14. INSURANCE

- D14.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg and Manitoba Hydro added as additional insureds, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (c) Property insurance for all mobile offices, portable toilets, machinery and equipment.
- D14.2 Deductibles shall be borne by the Contractor.
- D14.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D14.4 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, as applicable.
- D14.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D15. CONTRACT SECURITY

- D15.1 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 amount of fifty percent (50%) of the Contract Price; and
 - (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.
- D15.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety's Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - (i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4836/>

- D15.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
 - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
 - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
 - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
 - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D15.1(b).
- D15.1.3 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.
- D15.1.4 Digital bonds passing the verification process will be treated as original and authentic.
- D15.2 The Contractor shall provide the Contract Administrator identified in D5.1(a) with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D15.3 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 D15.1(a); 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.

D16. SUBCONTRACTOR LIST

- D16.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, if applicable.

D17. DETAILED WORK SCHEDULE

- D17.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, as applicable.
- D17.2 If, prior to submitting the Detailed Work Schedule, the Contractor does not receive notification pursuant to D19.4 that all or some portion of Part 5 of the Work may be commenced, they shall complete the Detailed Work Schedule for only Part 1, Part 2, Part 3 and Part 4 of the Work assuming that, if all of Part 5 is eliminated, the time periods stipulated in D25 for Substantial Performance of the Work and in D26 for Total Performance of the Work will be reduced by five (5) Working Days
- D17.3 If, after submitting the Detailed Work Schedule, the Contractor receives notification that all or any portion of Part 5 of the Work may be commenced, they shall submit a revised Detailed Work Schedule no later than two (2) Business Days from receipt of the notification.
- D17.4 The detailed work schedule shall consist of the following:
- (a) a Gantt chart for the Work acceptable to the Contract Administrator.
- D17.5 Further to D17.4(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.

D18. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D18.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D18.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:
- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
 - (b) How the Contractor will maintain access to bus stops within the site.
 - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
 - (d) How the Contractor will maintain cycling facilities.
 - (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
 - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D18.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

- D18.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
 - (b) Temporary Ramping
 - (c) Transit Stops
 - (d) Detour Signage
- D18.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D18.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D18.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D18.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D19. COMMENCEMENT

- D19.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D19.2 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 D12;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D7.2.
 - (iv) the Safe Work Plan specified in D13;
 - (v) evidence of the insurance specified in D14;
 - (vi) the contract security specified in D15;
 - (vii) the subcontractor list specified in D16;
 - (viii) the detailed work schedule specified in D17;
 - (ix) the Requirements for Site Accessibility Plan specified in D18; and
 - (x) the direct deposit application form specified in D33
 - (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.

- D19.3 The Contractor shall not commence the Work on the Site before June 9, 2025, and shall commence the Work on Site no later than June 16, 2025, as directed by the Contract Administrator and weather permitting.
- D19.4 The Contractor shall not commence Part 5 of the Work as described in D3 and identified in Form B: Prices, unless prior to June 9, 2025, they have received notification from the Contract Administrator that the City has received notice of sufficient funding from Manitoba Hydro.
- D19.5 The City intends to award this Contract by June 9, 2025
- D19.5.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D20. WORKING DAYS

- D20.1 Further to C1.1(tt);
- D20.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record their assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that they agree with the Contract Administrator's determination of the Working Days assessed for the report period.
- D20.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.
- D20.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D21. RESTRICTED WORK HOURS

- D21.1 Further to 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D22. WORK BY OTHERS

- D22.1 Further to C6.25, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractors execution of work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.
- D22.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) Winnipeg Transit – operation of regular bus routes;
 - (b) Winnipeg Parking Authority – removal and reinstallation of parking pay stations.
 - (c) City of Winnipeg Traffic Services – instructions for installation of traffic signage locations, information signage and required line painting.
 - (d) City of Winnipeg Traffic Signals – installation/modification of traffic signal plant for Notre Dame at Sherwin Road
 - (e) City of Winnipeg Water and Waste – Investigation of condition of curb stops and watermain valves. Potential emergency repairs to Water and Waste Infrastructure.
 - (f) City of Winnipeg Geomatics Branch – various works on survey monuments;

- (g) Owena Street WM Renewal – Renewal of Watermain on Owena Street between Alexander Avenue and Logan Avenue. City of Winnipeg Tender 398-2025, Contact Rob Sherlock at Stantec (204) 478-8993
- (h) Manitoba Hydro Gas Division – lowering and/or rock wrapping of underground main and services as required; adjustment of impacted gas valves;
- (i) Manitoba Hydro Underground Power – repairs or upgrades required for existing vaults or ductlines within the project limits; direction for adjustment of manhole(s) frames and covers as required.
- (j) Manitoba Hydro – electrical supply and inspection of new street lighting hardware (to be installed by Contractor) and energizing of the new street lighting and pedestrian lighting on Rupert Avenue.
- (k) BellMTS – adjustment of manhole(s) frames as required.
- (l) Telus – adjustment of manhole(s) frames as required.
- (m) Zayo – adjustment of manhole(s) frames as required.
- (n) Shaw – adjustment of manhole(s) frames as required.
- (o) Municipal Cemeteries Branch Work – Cemetery staff will be responsible for placement of topsoil at the end of project

D22.3 Further to D22.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others. The Contractor must include and accommodate Work by Others identified in D22.2 or additional parties, in their construction schedule as per D17 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D23. SEQUENCE OF WORK

D23.1 Further to C6.1, the sequence of work shall comply with the following:

- D23.1.1 Providing that the Work on each street is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a maximum of three (3) streets under construction at any one time. Completion of a street means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.
- D23.1.2 Where the Contractor utilizes two (2) or more crews that work independently on the same major component of the Work as identified in D3, the Contract Administrator may approve an increase to the maximum number of streets under construction at any time.
- D23.1.3 **Work on each street shall proceed in accordance with the construction staging plans, unless otherwise approved by the Contract Administrator.**
- D23.1.4 **Work related to the Brookside Cemetery and Beacon Street shall commence between June 9, 2025 and June 16, 2025.**
- D23.1.5 **Work related to the Rupert Avenue Utility Explorations shall commence on June 16, 2025 and be completed prior to June 30, 2025. Work related to the Rupert Avenue road construction shall commence on June 30, 2025.**
- D23.1.6 **Work on Owena Street shall not commence until Substantial Performance is achieved on the WM renewal from RFP 993-2024. Substantial Performance of this Work is anticipated for August 22, 2025.**
- D23.1.7 **Work on Bangor Avenue, Orange Street and the intersection improvements at Notre Dame Avenue at Sherwin Road shall not commence until Substantial Performance is achieved on the Brookside Cemetery related Work, Rupert Avenue Work and Beacon Street Work. The Contract Administrator may approve an increase to the maximum number of streets under construction upon request from the Contractor.**
- D23.1.8 **Further to D23.1.3, Work on Bangor Avenue shall occur in two stages:**

- (a) **Stage 1 – Construct Westbound lanes of Bangor Avenue. All Work except the final lift of asphalt shall be totally performed prior to commencing Stage 2.**
- (b) **Stage 2 – Construct Eastbound lanes of Bangor Avenue. The final lift of asphalt in Stage 1 and 2 areas shall be placed at the end of Stage 2.**

D23.1.9 Further to D23.1.3, Work on Orange Street shall occur in two stages:

- (a) **Stage 1 – Construct Northbound lanes of Orange Street. All Work except the final lift of asphalt shall be totally performed prior to commencing Stage 2.**
- (b) **Stage 2 – Construct Southbound lanes of Orange Street. The final lift of asphalt in Stage 1 and 2 areas shall be placed at the end of Stage 2.**

D23.1.10 Further to D23.1.3, Work on Beacon Street shall occur in two stages:

- (a) **Stage 1 – Construct the north portion of the block. All Work except the final lift of asphalt shall be totally performed prior to commencing Stage 2.**
- (b) **Stage 2 – Construct south portion of the block. The final lift of asphalt in Stage 1 and 2 areas shall be placed at the end of Stage 2.**

D23.1.11 Further to D23.1.3, Work on Owena Street shall occur in two stages:

- (a) **Stage 1 – Construct the north portion of the block. All Work shall be totally performed prior to commencing Stage 2.**
- (b) **Stage 2 – Construct south portion of the block.**

D23.1.12 Further to D23.1.3, Work on Rupert Avenue shall occur in two stages:

- (a) **Stage 1 – Construct North half of the roadway. All Work totally performed prior to commencing Stage 2.**
- (b) **Stage 2 – Construct South half of the roadway. Upon completion of Stage 2 remove temporary pavement at bump outs and complete curb and sidewalk in bump outs.**

D23.1.13 Further to D23.1.3, Work related to Brookside Cemetery shall be sequenced as per the scope of Work in D3.8.

D23.1.14 Sidewalk construction is only permitted to occur on one side of a street at a time.

D23.1.15 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.

D24. CRITICAL STAGES

D24.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) **Rupert Avenue Critical Stage – Work on Rupert Avenue shall be totally performed by August 29, 2025.**

D24.2 When the Contractor considers the Work associated with Rupert Avenue Critical Stage to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D24.3 The date on which the Rupert Avenue Critical Stage Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of Rupert Avenue Critical Stage has been achieved.

D25. SUBSTANTIAL PERFORMANCE

- D25.1 The Contractor shall achieve Substantial Performance within Eighty (80) consecutive Working Days of the commencement of the Work as specified in D19.
- D25.2 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.
- D25.3 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.

D26. TOTAL PERFORMANCE

- D26.1 The Contractor shall achieve Total Performance within Eighty-Five (85) consecutive Working Days of the commencement of the Work as specified in D19.
- D26.2 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.
- D26.3 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.

D27. LIQUIDATED DAMAGES

- D27.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Days for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Rupert Avenue Critical Stage – Work on Rupert Avenue – Three Thousand Five Hundred dollars (\$3,500);
 - (b) Substantial Performance – Three Thousand Five Hundred dollars (\$3,500);
 - (c) Total Performance – One Thousand Five Hundred dollars (\$1,500).
- D27.2 The amounts specified for liquidated damages in D27.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D27.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D28. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D28.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D28.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

- D28.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate s.
- D28.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D28.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D28.5 The Work schedule, including the durations identified in D24 to D26 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal Work, not previously identified in the Contract, is carried over to the following construction season.
- D28.6 Where Work not previously identified is being carried over solely as a result of delays related to Supply Chain Disruption, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to Supply Chain Disruption, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.
- D28.7 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D29. SCHEDULED MAINTENANCE

- D29.1 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 CW3250-R7;
 - (b) Sod Maintenance as specified in CW3510-R10.
- D29.2 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

D30. JOB MEETINGS

- D30.1 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.
- D30.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

- D31.1 Further to C6.26, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D32. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D32.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

INVOICES & MEASUREMENT AND PAYMENT

D33. MEASUREMENT AND PAYMENT

- D33.1 C12.2 is deleted and replaced with the following:

C12.2 The amounts to be paid by the City to the Contractor shall be as set out in the Payment Certification. In the event the Payment Certification does not align with the Contractor's Proper Invoice and payment by the City to the Contractor is not made, or not going to be made, for the invoiced amount within 28 Calendar Days of receipt of the Proper Invoice, the City will issue a notice of non-payment to the Contractor in accordance with the BLA.

C12.2.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.

C12.2.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices, if applicable, but in any event the lump sum price broken down into the percentage completed for each portion of the Work, commonly referred to as detailed prices.

- D33.2 C12.7 to C12.15 are deleted and replaced with the following:

C12.7 By the seventh (7) Calendar Day after the end of each month, the Contract Administrator shall issue to the Contractor a progress estimate indicating its opinion of the quantity and value of Work performed during the previous month. The Contractor may use the progress estimate to form part of its Proper Invoice as support of the type and quantity of Work performed. In the event the Contractor chooses to produce its own documentation of the type and quantity of Work performed to form part of its Proper Invoice, the content shall be in accordance with C12.2 and the format of such documentation should follow that of a typical progress estimate, including all evidence and records of measurement that the Contract Administrator would require to certify payment. In either event the Contractor shall include such supporting documentation as part of its invoice.

C12.8 If the Contractor agrees with the progress estimate provided by the Contract Administrator it should indicate that on its Proper Invoice. If the Contractor does not agree with the progress estimate provided by the Contract Administrator it should attempt to reconcile the discrepancy, which could result in a revised progress estimate to be provided by the Contract Administrator or a revised invoice by the Contractor, so that the progress estimate and the Proper Invoice align. In the event that the discrepancy is not reconciled then the Contractor should detail the items within the progress estimate that it disagrees with in order that the value on the Proper Invoice aligns with and is supported by the progress estimate with noted discrepancies.

C12.9 Any payment made by the City to the Contractor on account of a Proper Invoice shall be less any holdback required to be made by The Builders' Liens Act, and such

holdbacks or other amounts which the City is entitled to withhold pursuant to the Contract.

- C12.10 If in the Contractor's opinion the Work performed during the previous month is minimal or does not warrant an invoice, the Contractor is permitted to not submit an invoice on the condition that the Contractor advises the Contractor Administrator in writing.
- C12.11 Unless agreed to by the Contract Administrator, in writing, on an exception basis, the Contractor shall not submit invoices more frequently than monthly.
- C12.12 Any reference to payment submittals or payment processes in the NMS Sections of the Contract are deleted and replaced with the payment submittals and payment processes within Section C12 of the General Conditions, as amended by the Supplemental Conditions.

FINAL PAYMENT

- C12.13 The Contractor shall indicate on its invoice if it is the final invoice for Work performed under the Contract. Payment Certification, in response to receipt of the final Proper Invoice by the Contractor, shall be subject to the following conditions:
- (a) issuance by the Contract Administrator of a certificate of Total Performance;
 - (b) receipt by the City of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing.
- C12.14 Payment on account of the holdback made by the City pursuant to The Builders' Liens Act, shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the City is in receipt of a lien or trust claim.
- C12.15 Neither the issuance of a certificate of Total Performance nor the payment of the final Proper Invoice shall relieve the Contractor from their responsibilities either under C13 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.
- C12.16 Subject to C12.17, acceptance by the Contractor of payment on account of the final Proper Invoice shall constitute a waiver and release by them of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.
- C12.17 If the Contractor disputes a Payment Certification related to a notice of non-payment by the City to the Contractor in accordance with the BLA, the Contractor may appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C21. If prior to the appeal being concluded, the Contractor gives a notice of adjudication to the City pursuant to the BLA, the appeal process will be discontinued.

INVOICES

D33.3 Further to C12, the Contractor:

- (a) shall submit invoices for Work performed during the previous calendar month in accordance with the instruction on the City's website at:
<https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
- (b) should copy the Contract Administrator on submission of its invoice.

D34. PAYMENT

- D34.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D35. FUEL PRICE ADJUSTMENT

- D35.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;
- (a) where the price of fuel has increased - $((CFI/BFI)-1.15) \times Q \times FF$; and
 - (b) where the price of fuel has decreased - $((CFI/BFI)-0.85) \times Q \times FF$; where
 - (i) BFI = base fuel index
 - (ii) CFI = current fuel index
 - (iii) FF = fuel factor
 - (iv) Q = monetary value of Work applied in the calculation.
- D35.1.1 Eligible Work will be determined in accordance with D35.5.
- D35.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published "Monthly average retail prices for gasoline and fuel by geography" for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.
- D35.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.
- D35.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.
- D35.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.
- D35.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.
- D35.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance/Critical Stages except where those dates/Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance/Critical Stages.
- D35.5 The Fuel Factor (FF) rates will be set as follows:
- (a) The Fuel Factor rate shall be set at 2.7% of the monetary value of all Work based on unit prices except for the portions of the Contract identified below;
 - (b) The Fuel Factor will not apply to Part 2 – Water and Waste Work identified on Form B: P prices related to Water & Waste Work.

WARRANTY

D36. WARRANTY

- D36.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) years thereafter for pavement rehabilitations and transit improvements, and two (2) years thereafter for municipal cemetery branch Work, concrete/asphalt reconstructions and street lighting Work on Rupert Avenue, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D36.2 Notwithstanding C13.2 or D36.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D36.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

DISPUTE RESOLUTION

D37. DISPUTE RESOLUTION

- D37.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D37.
- D37.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D37.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D37.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

- D37.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D37.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D37.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D37.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D37.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

INDEMNITY

D38. INDEMNITY

- D38.1 Indemnity shall be as stated in C17.
- D38.2 Notwithstanding C17.1, the Contractor shall save harmless and indemnify the City in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the Contractor, their Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
- (a) accidental injury to or death of any person whether retained by or in the employ of the contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
 - (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
 - (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
 - (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
 - (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
 - (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
 - (g) inaccuracies in any information provided to the City by the Contractor.
- D38.3 Further to C17, The City shall save harmless and indemnify the Contractor in the amount of twice the Contract Price or five million dollars (\$5,000,000), whichever is greater, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of negligent acts or negligent omissions of the City, their employees or agents in the performance of its obligation under the Contract.

THIRD PARTY AGREEMENTS

D39. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D39.1 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.

D39.2 Further to D39.1, in the event that the obligations in D39 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.

D39.3 For the purposes of D39:

- (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.

D39.4 Modified Insurance Requirements

D39.4.1 If not already required under the insurance requirements identified in D14, 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 their Ministers, officers, employees, and agents shall be added as additional insureds.

D39.4.2 If not already required under the insurance requirements identified in D14, 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.

D39.4.3 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.

D39.4.4 Further to D14.4, 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.

D39.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D39.5 Indemnification By Contractor

D39.5.1 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.

D39.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or

- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.

D39.6 Records Retention and Audits

- D39.6.1 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.
- D39.6.2 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 D39.6.1 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.

D39.7 Other Obligations

- D39.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D39.7.2 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.
- D39.7.3 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.
- D39.7.4 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.
- D39.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D39.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES OR TARIFFS

D40. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES OR TARIFFS

- D40.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- D40.1.1 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted.

FORM J: SUBCONTRACTOR LIST
(See D16)

2025 INDUSTRIAL STREETS –RUPERT AVENUE AND VARIOUS OTHER LOCATIONS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS:		
<i>Supply of Materials:</i>		
Concrete		
Asphalt		
Base Course & Sub-Base		
Sod		
Geotextile Fabric		
Geogrid		
<i>Installation/Placement:</i>		
Concrete		
Asphalt		
Base Course & Sub-Base		
Sod		
Joint Sealant		
Street Lighting		
UNDERGROUND WORKS:		
<i>Supply of Materials:</i>		
Sewer Service Pipe/Drainage Connection Pipe		
Sub Drains		
Catch Basins/Catch Pits		
Frames and Covers		
<i>Installation/Placement:</i>		
Sewer Service Pipe/Drainage Connection Pipe		
Sub Drains		
Catch Basins/Catch Pits		

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
CT-00	Cover Page and Location Plan	A1
CT-01	Bangor Avenue and Orange Street - Staging	A1
CT-02	Beacon Street, Owena Street, Rupert Avenue and Sherwin Road - Staging	A1
CT-03	Bangor Avenue – St James Street to Station 0+205	A1
CT-04	Bangor Avenue - Station 0+205 to Station 0+335	A1
CT-05	Bangor Avenue - Station 0+335 to Station 0+465	A1
CT-06	Bangor Avenue - Station 0+465 to Notre Dame Avenue	A1
CT-07	Orange Street - Dublin Avenue to Station 0+215	A1
CT-08	Orange Street - Station 0+215 to Bangor Avenue	A1
CT-09	Beacon Street - Alexander Avenue to Logan Avenue	A1
CT-10	Owena Street - Logan Avenue to Station 0+160	A1
CT-11	Owena Street - Station 0+160 to Henry Avenue	A1
CT-12	Rupert Avenue – Main Street to Station 0+195	A1
CT-13	Rupert Avenue – Station 0+195 to Lily Street	A1
CT-14	Rupert Avenue – Geometric and Concrete Joint Plan	A1
CT-15	Notre Dame Avenue at Sherwin Road – Transit Improvements	A1
CT-16	Brookside Cemetery – Site Plan and Proposed Works	A1
CT-17	Brookside Cemetery – Road Layout and Drainage	A1

E2. MOBILIZATION AND DEMOBILIZATION PAYMENT

DESCRIPTION

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

SCOPE OF WORK

- E2.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
 - (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;

- (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
 - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
 - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site(s);
 - (v) Other job related items.
- (b) Demobilization shall include, but not be limited to:
- (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;
 - (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
 - (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;
 - (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.

E2.5 Access to the site, equipment parking, and staging areas are limited to that shown on the drawings or as approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

E2.6 The lump-sum price for the Mobilization and Demobilization bid item shall not exceed five percent (5.00%) of the total bid price for the Contract.

E2.6.1 Further to B9, B17, C12 and E2.6, should the lump sum price exceed 5% of the Total Bid Price the lump sum price will be reduced to 5% of the Total Bid Price, the Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.

E2.7 Payment for Mobilization:

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

E2.8 Payment for Demobilization:

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

E2.9 Pay Reduction for Accessibility Plan

- (a) The Demobilization payment will be reduced by the number of pay adjustments incurred in accordance with D18 and as determined by the Contract Administrator.

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

E3. GEOTECHNICAL REPORT

E3.1 Further to C3.1, the geotechnical report is provided to aid the Contractor's evaluation of the pavement structure and/or existing soil conditions. The geotechnical report is contained in Appendix 'A'.

E4. PROTECTION OF EXISTING TREES

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

- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the Work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
 - (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E4.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or their designate.
- E4.3 No separate measurement or payment will be made for the protection of trees.
- E4.4 Except as required in E4.1(c) and E4.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E5. TRAFFIC CONTROL

- E5.1 Further to 3.6, 3.7 and 3.8 of CW 1130:
- (a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
 - (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the Manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC, the Contract Drawings, Staging Plans and Traffic Management Plans or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
 - (c) In addition, the Contractor shall be responsible for **supplying**, removing, placing and maintaining all regulatory signing including but not limited to:
 - (i) Parking restrictions;
 - (ii) Stopping restrictions;
 - (iii) Turn restrictions;
 - (iv) Diamond lane removal;
 - (v) Full or directional closures on a Regional Street;
 - (vi) Traffic routed across a median;
 - (vii) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.

- (d) The Contractor shall remove and stockpile any regulatory signage not required during construction such as, but not limited to, parking restrictions, turn restrictions and loading restrictions.
- E5.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- E5.3 Further to E5.1(c) and E5.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E5.4 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of five (5) Working Days prior to the required change for approval.
- E5.5 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services may be engaged to perform the Traffic Control. In this event the Contractor shall bear costs charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works.

E6. TRAFFIC MANAGEMENT

- E6.1.1 The Contractor shall schedule construction activities to meet the following:
 - (a) Brookside Cemetery Work
 - (i) Construction Access to complete the Work related to the Brookside Cemetery shall be through the main entrance off Notre Dame Avenue roughly 70m west of Lorimer Lane. Access route through the cemetery to be reviewed with the Contract Administrator and Cemetery representatives at the weekly meetings.
 - (b) Beacon Street
 - (i) The north half of the block of Beacon Street between Alexander Avenue and Logan Avenue shall be closed to all traffic during Stage 1, stage construction to maintain access to back lanes and approaches on the south half of the block. The Contractor shall sign Stage 1 "Road Closed" in accordance with drawing CT-02.
 - (ii) The south half of the block of Beacon Street between Alexander Avenue and Logan Avenue shall be closed to all traffic during Stage 2, stage construction to maintain access to back lanes and approaches on the north half of the block. The Contractor shall sign Stage 2 "Road Closed" in accordance with drawing CT-02.
 - (iii) Lanes on Logan Avenue and Alexander Avenue are not permitted to be closed from 07:00-09:00 hours and 15:00-18:00 hours, unless otherwise approved by the Contract Administrator and Traffic Management.
 - (iv) East-West pedestrian traffic on Logan Avenue and Alexander Avenue to be maintained at all times.
 - (v) North-south pedestrian traffic on Beacon Street to be maintained on one side of the street at all times, with access to businesses and residences being maintained at all times. "Sidewalk Closed" Signage shall be placed at the limits of the sidewalk under construction.
 - (c) Rupert Avenue
 - (i) The westbound traffic on Rupert Avenue shall be closed throughout construction.
 - (ii) Eastbound traffic to be maintained along the existing south gutter during Stage 1, stage construction of all north side approaches to maintain access to north parking lots. The Contractor shall sign Stage 1 "Road Closed" in accordance with drawing CT-02.

- (iii) Eastbound traffic to be maintained along the newly constructed north gutter lane during Stage 2, with temporary pavement installed at curb bump-out locations to maintain traffic. Remaining curb and sidewalk at curb bump-out locations along north gutter to be completed at the end of Stage 2. The Contractor shall sign Stage 2 "Road Closed" in accordance with drawing CT-02.
 - (iv) No road closures expected on Main Street, any required closures on Main Street will require the approved of the Contract Administrator and Traffic Management.
 - (v) North-south pedestrian traffic on Main Street and Lilly Street to be maintained at all times.
 - (vi) East-west pedestrian traffic on Rupert Avenue to be maintained on one side of the street at all times, "Sidewalk Closed" Signage shall be placed at the limits of the sidewalk under construction.
 - (vii) Maintain pedestrian access between the Manitoba Museum and the parking lot on the north side of Rupert maintained at all times. Ensure this access meets all applicable accessibility standards.
- (d) Owena Street
- (i) The north half of the block of Owena Street between Logan Avenue and Henry Avenue shall be closed to all traffic during Stage 1, stage construction to maintain access to back lanes and approaches on the south half of the block. The Contractor shall sign Stage 1 "Road Closed" in accordance with drawing CT-02.
 - (ii) The south half of the block of Owena Street between Logan Avenue and Henry Avenue shall be closed to all traffic during Stage 2, stage construction to maintain access to back lanes and approaches on the north half of the block. The Contractor shall sign Stage 2 "Road Closed" in accordance with drawing CT-02.
 - (iii) Lanes on Logan Avenue and Henry Avenue are not permitted to be closed from 07:00-09:00 hours and 15:00-18:00 hours, unless otherwise approved by the Contract Administrator and Traffic Management.
 - (iv) East-West pedestrian traffic on Logan Avenue and Henry Avenue to be maintained at all times.
 - (v) North-south pedestrian traffic on Owena Street to be maintained on one side of the street at all times, with access to businesses and residences being maintained at all times. "Sidewalk Closed" Signage shall be placed at the limits of the sidewalk under construction.
- (e) Bangor Avenue
- (i) The westbound lanes of Bangor Avenue shall be closed to all traffic during Stage 1, stage construction of all north side approaches to maintain access to north parking lots. The Contractor shall sign Stage 1 "Road Closed" in accordance with drawing CT-01.
 - (ii) The eastbound lanes of Bangor Avenue shall be closed to all traffic during Stage 2, stage construction of all south side approaches to maintain access to south parking lots. The Contractor shall sign Stage 2 "Road Closed" in accordance with drawing CT-01.
 - (iii) Lanes on Notre Dame Avenue and St James Avenue are not permitted to be closed from 07:00-09:00 hours and 15:00-18:00 hours, unless otherwise approved by the Contract Administrator and Traffic Management.
- (f) Orange Street
- (i) The southbound lanes of Orange Street shall be closed to all traffic during Stage 1, stage construction of all west side approaches to maintain access to west parking lots. The Contractor shall sign Stage 1 "Road Closed" in accordance with drawing CT-01.

- (ii) The northbound lanes of Orange Street shall be closed to all traffic during Stage 2, stage construction of all east side approaches to maintain access to east parking lots. The Contractor shall sign Stage 2 "Road Closed" in accordance with drawing CT-01.
 - (iii) Lanes on Dublin Avenue are not permitted to be closed from 07:00-09:00 hours and 15:00-18:00 hours, unless otherwise approved by the Contract Administrator and Traffic Management.
 - (g) Transit Improvements – Intersection modifications (Notre Dame Avenue at Sherwin Roadwork)
 - (i) Eastbound and westbound traffic to be maintained in the center lanes well the gutter lanes are closed for construction during Stage 1. The Contractor shall install traffic control signage as per CT-02.
 - (ii) Eastbound and westbound traffic to be maintained in the gutter lanes well the center lanes are closed for construction during Stage 2. The Contractor shall install traffic control signage as per CT-02.
 - (iii) Contractor to coordinate Work with traffic signals to allow for the installation of the RRFB's.
 - (iv) A minimum of one lane of eastbound traffic and one lane of westbound traffic to be maintained at all times.
 - (v) Pedestrian traffic through site to be maintained at all times.
- E6.1.2 Lane closures on intersecting regional streets shall be reviewed with the Contract Administrator prior to submission of the lane closure request.
- E6.1.3 Should the Contractor be unable to maintain an existing access to a residence or business, they shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E6.1.4 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E7. REFUSE AND RECYCLING COLLECTION

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

E7.2 Collection Schedule:

Beacon Street from Alexander Avenue to Logan Avenue

<i>Collection Day(s):</i>	Thursday Collections
<i>Collection Time:</i>	6:00am - 10:00pm
<i>Common Collection Area:</i>	Back Lane
<i>Additional Information:</i>	Contractor shall ensure access to back lane for refuse and recycling collection

Owena Street from Logan Avenue to Henry Avenue

<i>Collection Day(s):</i>	Thursday Collections
<i>Collection Time:</i>	6:00am - 10:00pm
<i>Common Collection Area:</i>	Back Lane

Additional Information:

Contractor shall ensure access to back lane for refuse and recycling collection

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

E8. PEDESTRIAN SAFETY

E8.1 During the project, while working on Rupert Avenue, a temporary snow fence shall be installed adjacent to excavations. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this Work.

E9. WATER OBTAINED FROM THE CITY

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

E10. SURFACE RESTORATIONS

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

E11. INFRASTRUCTURE SIGNS

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

E12. CONSTRUCTION OF MONOLITHIC CURB AND CONCRETE SIDEWALKS

DESCRIPTION

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

MEASUREMENT AND PAYMENT

E12.2 Add the following to Section 12:

E12.2.1 Construction of monolithic curb and concrete sidewalks will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

BASIS OF PAYMENT

E12.3 Add the following to section 13:

E12.3.1 Construction of monolithic curb and concrete sidewalks will be paid for at the Contract Unit Price per square meter for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and for performing all

operations herein described and all other items incidental to the Work included in this specification.

E12.3.2 Items of Work:

(a) Construction of Monolithic Type 1 Curb and Sidewalk with Blockouts

E12.3.3 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material is incidental to the listed Items of Work.

E12.3.4 Construction of 150 mm reveal height modified barrier curb and 8-12 mm reveal height monolithic curb ramp shall be incidental to the construction of the above Items of Work.

E13. PORTLAND CEMENT CONCRETE SIDEWALK WITH BLOCK OUTS FOR INDICATOR SURFACES

DESCRIPTION

E13.1 This specification shall supplement CW 3325-R5 "Portland Cement Concrete Sidewalks".

CONSTRUCTION METHODS

E13.2 Add the following to section 9 :

E13.2.1 As shown on the drawings and as directed by the Contract Administrator, construct sidewalk with block outs and/or monolithic curb and sidewalk with block outs, to allow for the installation of indicator surfaces.

E13.2.2 Verify dimensions of paving stones (indicator surface) prior to construction of the block-outs. Gaps between paving stones and concrete pavement shall not exceed five (5) millimetres.

E13.2.3 Concrete curbs for monolithic curb and sidewalk with block outs shall be constructed in accordance with CW 3240.

MEASUREMENT AND PAYMENT

E13.3 Add the following to section 12 :

E13.3.1 Construction of concrete sidewalks with block outs for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

BASIS OF PAYMENT

E13.4 Add the following to section 13 :

E13.4.1 Construction of concrete sidewalks with block outs for indicator surfaces will be paid for at the Contract Unit Price per square meter for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this specification.

E13.4.2 Items of Work:

(a) 100 mm Sidewalk with Block Outs

(b) Monolithic Curb and 100 mm Sidewalk with Block Outs*

E13.4.3 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

E14. PAVING STONES FOR INDICATOR SURFACES

DESCRIPTION

E14.1 This specification shall supplement CW 3330-R5 "Installation of Interlocking Paving Stones"

MATERIALS

E14.2 Add the following to section 5 :

E14.2.1 Paving Stones for indicator surfaces shall be as shown on the drawings.

E14.2.2 Paving Stones for indicator surfaces shall be :

Endicott Clay Paver(92mm X 57mm X 194mm)- Dark Ironspot
<https://endicott.com/>

Yankee Hill Brick (92mm X 57mm X 194mm)- Dark Ironspot
<http://yankeehillbrick.com/>

CONSTRUCTION METHODS

E14.3 Add the following to section 9.2 "Preparation of Sub-grade, Sub-base and Sand-base" :

E14.3.1 Preparation of Sand-Base for Paving Stones in Sidewalk Block Outs.

E14.3.2 Place a 15mm layer of bedding sand in the blocked out sidewalk areas.

E14.3.3 The bedding sand shall be spread and levelled so that the paving stones when installed are 5 mm higher than the finished grade.

E14.3.4 No more sand shall be spread than can be covered in with paving stone on the same day.

E14.3.5 The bedding sand shall not be compacted or disturbed prior to laying the paving stones.

E14.4 Add the following to section 9.3 "Installation of Paving Stones" :

E14.4.1 For indicator surface paving stones, commence installation of paving stones against the long edge of the block out to obtain the straightest possible course of installation.

MEASUREMENT AND PAYMENT

E14.5 Add the following to section 12 :

E14.6 Supply and Installation of Paving Stones for Indicator Surfaces

E14.6.1 Paving stones for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the contract Administrator.

BASIS OF PAYMENT

E14.7 Add the following to section 13 :

E14.7.1 The supply and installation of paving stones for indicator surfaces will be paid for at the Contract Unit Price per square meter for "Paving Stone Indicator Surface", measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this specification.

E14.7.2 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

E15. SIDEWALK EXPANSION JOINTS

DESCRIPTION

E15.1 Further to CW 3325-R5, CW 3235-R9 and CW 3310-R19, this specification covers the supply and installation of expansion joints to be constructed within concrete sidewalk.

E15.2 Referenced Standard Details

- (a) SD-228AA Sidewalk Expansion Joints (Appendix 'B')

MATERIALS

E15.3 Use only those materials listed as Approved Products for Surface Works. The Approved Products are available in Adobe Acrobat (.pdf) format at the City of Winnipeg, Corporate Finance, Material Management Internet site at:
https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Product_Surface_Works.pdf

E15.4 Expansion Joint Filler

- (a) Sidewalk expansion joints shall be a closed-cell expansion joint filler.

E15.5 Reinforcing Steel

- (a) 300mm long 10M dowels. Dowel bars shall be plain round bars of grade 300 or better in accordance with CSA G40.21. Epoxy coating shall meet the requirements of ASTM Standard A934/A934M, Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.
- (b) The dowels shall be placed half depth of the sidewalk and aligned parallel to the centreline and surface of the slab with a maximum allowable tolerance of ± 5 mm. The dowels shall be positioned sufficiently rigid, so the dowels are held in alignment within the specified tolerance, both horizontally and vertically, until the concrete placing and setting cycle is complete.
- (c) All areas of the dowel bar with damaged epoxy coating shall be cleaned and painted to the satisfaction of the Contract Administrator.
- (d) All dowels shall be thoroughly coated with a thin uniform coating of bond breaker or lubricant such as oil, grease, or synthetic materials to prevent bonding with the concrete for the length of the dowel. The bond breaker coating shall be smooth and free of voids.

CONSTRUCTION METHODS

E15.6 Install sidewalk expansion joints as detailed in SD-228AA Sidewalk Expansion Joints.

E15.7 Expansion joints shall be constructed and installed as indicated in the Contract Documents or directed by the Contract Administrator.

E15.8 The fiber joint filler shall extend the full width and depth of the sidewalk. Any excess material shall be trimmed to match the surface of the concrete.

E15.9 Dowels shall be placed at 0.45m O/C spacing. Three dowels shall be installed at each expansion joint no closer than 0.15m from edge of concrete. If dowels are displaced during concrete placing operations, concrete placement shall cease and shall not resume until the displaced dowels have been reset to the true design position.

E15.10 Once dowels are in position, they shall be inspected and approved by the Contract Administrator before any concrete is placed. Otherwise, the concrete will be rejected by the Contract Administrator and shall be removed by the Contractor at his own expense.

E15.11 Expansion joints shall be installed every 15 meters when constructing new or renewing existing sidewalk. If sidewalk is constructed during cold weather concreting period, expansion joints

shall be installed every 12 meters. Expansion joints shall not be installed when renewing less than 15m of sidewalk.

- E15.12 Where the Drawings call for a new slab to be tied into an existing slab along a transverse joint, the Contractor shall construct an expansion joint and install dowels into the existing slab in accordance with Clause 6.3.2., CW 3310. Following installation of dowels, the ends of the dowels that extend into the new area shall be completely coated with a thin uniform coating of approved bond breaker or lubricant.
- E15.13 When replacing heaved panels in an existing sidewalk, expansion joints shall be installed on both ends of the replaced panels.
- E15.14 Expansion joints shall not be installed when constructing monolithic curb and sidewalk.
- E15.15 Expansion joints shall be installed when installing separate concrete splash strip.

MEASUREMENT AND PAYMENT

- E15.16 No payment shall be made for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification.

E16. SUPPLY AND INSTALL WATERMAIN AND WATER SERVICE INSULATION

DESCRIPTION

- E16.1 Notwithstanding 3.12 of CW 2110, this specification covers the supply and installation of insulation in roadway excavations over watermains and water services.
- E16.2 Referenced Standard Construction Specifications
- (a) CW 2030 – Excavation Bedding and Backfill
 - (b) CW 3110 – Sub –grade, Sub-base and Base Course Construction
- E16.3 Referenced Standard Details
- (a) SD-018 - Watermain and Water Service Insulation

MATERIALS

- E16.4 Acceptable insulation is:
- (a) Extruded Polystyrene rigid foam insulation – Type 4, 4" in thickness.
DOW - Roofmate or Highload 40
Owen's Corning - Foamular 350 or Foamular 400.
2" X 48" X 96", 2" X 24" X 96", 4" X 24" X 96"

- E16.5 Sand Bedding:
- (a) In accordance with CW 2030

CONSTRUCTION METHODS

- E16.6 Prior to the installation of any sub-base material or geotextile material, locate all existing water services. Further to SD-018, where directed by the Contract Administrator, excavate the sub-grade to allow the top of the insulation to be installed flush with the surrounding sub-grade. Install the insulation on a level surface centered over the located watermain or water service for the full width of the roadway excavation. Install sand bedding if required to level the surface. Stockpile and dispose of excavated material in accordance with CW 3110.
- E16.7 Thickness of insulation is 100 mm (4"). If using 50 mm (2") panels 2 layers are required. Total width of insulation to be as directed by the Contract Administrator. Place sufficient full width panels to meet or exceed the specified width.

- E16.8 Place insulation panels adjacent to each other over the specified area with no gaps between panels and less than 15mm of elevation difference along the adjoined edges. Where 2" thick panels are being used, offset the top layer to prevent the panel joints from aligning with the joints in the lower layer.
- E16.9 Use full panels of insulation where possible. Where necessary cut insulation panels to obtain coverage to specified lengths. Insulation pieces shall be a minimum of dimension of 300 mm in width or length.
- E16.10 Take appropriate measures to ensure panels are not displaced when installing geotextiles and during backfilling operations.

MEASUREMENT AND PAYMENT

- E16.11 Watermain and Water Service Insulation shall be measured on an area basis and paid for at the Contract Unit Price per square metre of "Watermain and Water Service Insulation". The area to be paid for shall be the total square meters of watermain and water service insulation supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.
- (a) Excavation of the roadway subgrade in accordance with E16.6 will not be measured for payment and will be included in the payment for "Watermain and Water Service Insulation".

E17. CONCRETE CURB AND REVERSED GUTTER FOR ASPHALT PAVEMENT

DESCRIPTION

- E17.1 This specification covers the supply and installation of concrete curb and reversed gutter for asphalt pavement.

CONSTRUCTION METHODS

- E17.1.1 At locations on the drawings and as directed by the Contract Administrator, construct concrete curb and reversed gutter pavement on Beacon Street.
- E17.1.2 Concrete curb and reversed gutter pavement shall be constructed in accordance with this specification, CW3310 and the details in Appendix 'C'.

MEASUREMENT AND PAYMENT

- E17.1.3 Construction of concrete curb and reversed gutter will be measured on a length basis. The length to be paid for shall be the number of linear metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

BASIS OF PAYMENT

- E17.1.4 Construction of concrete curb and reversed gutter curbs will be paid for at the Contract Unit Price per linear meter for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this specification.
- E17.1.5 Items of Work:
- (a) Construction of Type 2 Concrete Curb and Reversed Gutter (180mm ht, Barrier, Integral, 450mm width, 150mm Plain Concrete Pavement)
 - (b) Construction of Type 2 Concrete Curb and Reversed Gutter (180mm ht, Modified Barrier, Integral, 450mm width, 150mm Plain Concrete Pavement)
- E17.1.6 Concrete curb height greater than the specified height as a result of shaping the base material is incidental to the listed Items of Work.

E18. APPLICABLE STANDARD DETAILS

DESCRIPTION

- E18.1 Further to CW 3110-R22, CW3120-R4, CW3130-R5, CW3230-R8, CW 3235-R9, CW3240-R10, CW 3310-R19 and CW 3325-R5, this specification covers the use of updated and new standard details.
- E18.2 The following Referenced Standard Details are provided in Appendix 'E':
- (a) SD-228A – Concrete Sidewalk
 - (b) SD-220D – Curb and Gutter Inlet Isolation Detail for Asphalt Pavements
 - (c) SD-235 – Residential Approach – Concrete
 - (d) SD 245 – Subdrain Installation Detail

MATERIALS

- E18.3 Use only those materials listed as Approved Products for Surface Works. The Approved Products are available in Adobe Acrobat (.pdf) format at the City of Winnipeg, Corporate Finance, Material Management Internet site at:
https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Product_Surface_Works.pdf

CONSTRUCTION METHODS

- E18.4 Construct concrete sidewalk in accordance with SD-228A.
- E18.5 Construct curb and gutter inlet isolations for asphalt pavements in accordance with SD-220D.
- E18.6 Construct concrete residential approaches in accordance with SD-235.
- E18.7 Install subdrains in accordance with SD-245.

MEASUREMENT AND PAYMENT

- E18.8 For SD-228A, payment will be made for drilled tie bars, in accordance with CW3230-R8.
- E18.9 For SD-220D, construction of curb and gutter inlet isolations shall be incidental to installation or adjustment of curb and gutter inlet frames. Pavement Repair Fabric will be paid for at the Contract Unit Price.
- E18.10 For SD-245, use of separation/filtration geotextile fabric shall be incidental to installation of subdrains.

E19. HAULING AND PLACEMENT OF 50MM GRANULAR B RECYCLED CONCRETE AGGREGATE

DESCRIPTION

- E19.1 General
- (a) This Specification covers the hauling from a designated supplier and installation of 50 mm Granular B Recycled Concrete Aggregate.
 - (b) Referenced Standard Construction Specifications:
 - (i) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction

MATERIALS

- E19.2 Materials will be provided to the Contractor in accordance with Tender 103-2025. Tender 103-2025 is expected to be awarded by May 1, 2025. Contact information and address will be provided once the award process is complete.

HAULING OF MATERIALS

- E19.3 The Contractor shall obtain the 50 mm Granular B Recycled Concrete Aggregate from a stockpile location within the limits of the City of Winnipeg.
- E19.4 The Customer will place orders before 4:00p.m. for each Business Day for the expected supply requirements for the following Business Day.
- E19.5 The material will be available for pick up between the following hours:
- (a) 0700 to 1800 from Monday to Friday
 - (b) 0700 to 1400 on Saturday

CONSTRUCTION METHODS

- E19.6 Construction methods will be in accordance with CW 3110.

MEASUREMENT AND PAYMENT

- E19.7 The hauling, placing and compaction of sub-base material will be measured on a weight basis and paid for at the Contract Unit Price per tonne for the "Hauling and Placing Sub-base Material" listed here below. The weight to be paid for will be the total number of tonnes of sub-base material supplied, placed and compacted in accordance with this Specification, accepted and measured by the Contract Administrator.
- E19.8 Items of Work:
- (a) 50 mm Granular B Recycled Concrete
- E19.9 The weight to be paid for will be the total number of tonnes of sub-base material as measured on a certified weight scale.
- E19.10 Only material placed within the limits of excavation will be included in the payment for the "Items of Work listed for sub-base material". No measurement or payment will be made for materials rejected by the Contract Administrator.

E20. HYDRO EXCAVATION UTILITY EXPLORATIONS

E20.1 General

- E20.1.1 This specification covers all operations relating to the Hydro Excavation Utility Explorations.
- E20.1.2 The Work to be done by the Contractor under this specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.

MATERIALS

- E20.2 Back filling and restorations as per City of Winnipeg specifications.

CONSTRUCTION METHODS

- E20.2.1 The Work requires the Contractor to hydro-excavate and expose various utilities inside the project limits. The purpose of the hydro-excavation is to exactly locate the position and

elevation of existing Area ways, utility duct lines and gas lines, in relation to sidewalk/pavement elevations and curb line.

- (a) The Contractor to review results and the impacts on the proposed pavement structure and excavation with the Contract Administrator.

- E20.2.2 The Work involves but is not limited to cutting out and removing small sections of sidewalk/pavement, lean concrete/existing pavers, hydro-excavating to determine presence of any utilities, allowing time for measurements to be taken, then backfilling with sand, compacted granular material and restoring the surface suitable for pedestrian traffic within 24 hours or for vehicle traffic within 48 hours.
- E20.2.3 The openings in the sidewalk/pavement should only be large enough to access with the hydro excavation nozzle and to properly identify the presence of utilities. The opening size should be roughly 300mm to 450mm wide. Pedestrian traffic to be maintained by staging the required Work and traffic lanes to be closed as required. Maintain 1 lane of vehicle traffic in each direction at all times.
- E20.2.4 All openings to be cut in the pavement/sidewalk are to be marked out by the Contractor and approved by the Contract Administrator, prior to proceeding. The Contractor and the Contract Administrator shall use the project utility locates to select the locations. Contractor to provide the Contract Administrator with advance notice when holes will be marked, hydro-excavation will be commencing and when utilities/areaways are expected to be exposed, so that The Contract Administrator personnel can be on site to obtain required measurements.
- E20.2.5 The Contractor shall coordinate parking removal/lane closures as required, safety watches as required by the applicable utility, utility locations and all temporary signage, in accordance with the latest edition of the Manual of Temporary Traffic Control on City Streets. Should the Contractor not be able to complete restoration the same day as hydro-excavation, the excavation(s) shall be properly covered and barricaded until the excavation is restored.
- E20.2.6 The approximate locations are noted on the contract drawings.

MEASUREMENT AND PAYMENT

- E20.2.7 Hydro Excavation Utility Explorations shall be measured on a per unit basis for each location and will be paid for at the Contract Unit Price for "Hydro Excavation Utility Explorations" for the removal of sidewalk/pavement, hydro-excavation, backfilling and restoration of all excavated locations and all other items necessary to complete the Work noted above in accordance with this specification and accepted and measured by the Contract Administrator.

E21. INSTALLATION OF TRAFFIC SERVICES SIGN CLAMPS

DESCRIPTION

- E21.1 General
- E21.1.1 This Specification covers all operations relating to the Installation of Traffic Services Sign Clamps.
- E21.1.2 The Work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labor, equipment, tools, supplies, and all things necessary for and incidental to the satisfactory performance and completion of all Works as hereinafter specified.

MATERIALS

- E21.2 Traffic Services Sign Clamps

- E21.2.1 The Contract Administrator will arrange for Traffic Service to have the sign clamps delivered to site. The Contractor is to store the Sign Clamps in a secure location until the material is ready for installation.

CONSTRUCTION METHODS

E21.3 Installation

- E21.3.1 Installation of Traffic Services Sign Clamps is to be done in conjunction with the Installation of the 100mm Concrete Sidewalk and placed into the fresh concrete at locations determine by Traffic Services. The Base Course material is to be prepared at each location to accommodate the Installation of Traffic Services Sign Clamps.

MEASUREMENT AND PAYMENT

- E21.3.2 Installation of Traffic Services Sign Clamps will be incidental to the "Installation of 100mm Sidewalk with Block Outs." No measurement and payment will be made for these Items of Work.

E22. ADJUSTMENT OF UTILITY MANHOLE FRAMES

DESCRIPTION

E22.1 General

- E22.1.1 This specification covers the adjustment of utility manhole frames which Works include but are not limited to picking up the materials, removing the existing frame, making any required changes to the structure to accommodate new frame installation, reinstalling the existing frame or installing a new frame/cover, installing supplied lifter rings and constructing any required temporary asphalt ramps.
- E22.1.2 Utility manhole frames to be adjusted include but are not limited to Manitoba Hydro and BellMTS.
- E22.1.3 Pavement removal and replacement will be in accordance with Specifications CW 3100 and CW 3230. Pavement isolations surrounding utility manhole frames must be reinforced with 15m bars for isolation in the roadway and 10m bars for isolations in sidewalk.
- E22.1.4 The Contractor is to provide a minimum 2 weeks notice to the utility and the Contract Administrator prior to undertaking any of the proposed Works on the utility manholes.
- E22.1.5 The Contractor to make arrangements through the utility for watch personnel to be present during construction of the required Works to the utility manholes.
- E22.1.6 Referenced Standard Construction Specifications
- (a) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction;
 - (b) CW 3230 – Full-Depth Patching of Existing Slabs and Joints.

MATERIALS

E22.2 Manhole Frames, Covers and Riser Rings

- E22.2.1 Utility manhole frames and covers shall be provided by the utility. The Contractor shall arrange to pick up materials from the utility's storage yard.

CONSTRUCTION METHODS

E22.3 Removal of Existing Pavement

- E22.3.1 Remove complete concrete slab surrounding utility manhole in accordance with Specification CW 3110.
- E22.3.2 Removal procedures to be done in a manor not to damage utility manhole structure.

E22.4 Removal of Manhole Frame and Cover

- E22.4.1 Remove the required concrete embedding the frame and remove the frame and cover. Utility Watch personnel to approve construction method prior to proceeding. The Contractor is to provide opportunity for the utility to collect the old frame and cover if applicable, otherwise the old frame and covers are to be disposed of off-site as directed by the Contract Administrator.

E22.5 Removal and Installation of New Frame and Cover

- E22.5.1 Install new or existing frame and cover as specified herein and or on the drawings, if applicable. Existing frames identified as being in good condition are to be reused.
- E22.5.2 The Contractor shall set the frame and cover to the proposed grade utilizing shims and a form inside the manhole frame to prevent concrete from spilling into the interior of the manhole and produce a neat finished surface inside the frame. The Contractor shall then pour concrete around the outside of the frame to secure it to the manhole.

E22.6 Installation of Lifter Rings

- E22.6.1 Install new lifter rings as specified herein and or on the drawings, if applicable.
- E22.6.2 The Contractor shall check prior to installation to ensure that the riser ring will fit into the existing frame, if existing frame does not accommodate the proposed riser ring, then a new frame and cover will be installed.
- E22.6.3 The Contractor shall remove the existing cover, clean the existing frame, install required riser ring and reinstall the cover.

E22.7 Construct Temporary Asphalt Ramp

- E22.7.1 Where required for re-opening lane to traffic, construct temporary asphalt ramp to the grades as noted on the drawings and as directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

E22.8 Removal and Installation of Utility Frame and Cover

- E22.8.1 Removal and Installation of Utility Frame and Covers will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Removal and Installation of Utility Frame and Cover". The number of units to be paid for will be the total number of manhole frames and covers installed in accordance with this specification, accepted and measured by the Contract Administrator.

E22.9 Installation of Utility Manhole Riser Rings

- E22.9.1 Installation of Utility Manhole Riser Rings will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Installation of Utility Manhole Riser Ring". The number of units to be paid for will be the total number of riser rings installed in accordance with this specification, accepted and measured by the Contract Administrator.

- E22.10 Concrete Pavement removal and replacement will be measured and paid for in accordance with Specification CW 3230.

E23. SIDEWALK REMOVAL AT AREAWAYS

- E23.1 Further to CW 3235 the Contractor is advised that there are sections of building basements called "Areaways" that extend into the City right of way or may be present behind back of sidewalk on the Rupert Avenue project site. The Contract Administrator has located "areaways" using historical as-built drawings, and the hydro excavation utility explorations will confirm the limit of the areaway as much as possible. There are areaways present on the south side of Rupert Avenue just east of Main Street and there may be additional areaways below the sidewalks for which no record information exists. As a result, the Contractor shall exercise

extreme caution when removing all sidewalks and will use methods for removal to prevent damage to any underlying areaways. All costs associated with additional effort required to remove sidewalk shall be included in "Miscellaneous Concrete Slab Removal, i) 100mm Concrete Sidewalk (includes paving stone)" and no additional payment shall be made.

- E23.2 Should the Contractor damage an areaway roof during sidewalk removal, the repair and restoration of the areaway roof shall be completed at the Contractor's expense.

E24. HYDRO EXCAVATION

DESCRIPTION

E24.1 General

- E24.1.1 This specification shall cover the removal of earthen material immediately adjacent to existing trees to be protected, underground utilities infrastructure such as gas lines, gas services and areaways by means of high-pressure water spray, and the recovery of evacuated material by vacuum type means or equivalent method as approved by the Contract Administrator.

- E24.1.2 This specification shall also cover Hydro excavation around existing trees.

E24.2 Equipment

- E24.2.1 Hydro excavation unit shall be capable of maintaining a minimum working pressure of 10,000 psi, at a rate of flow of 10 to 12 gallons per minute. Unit should be adjustable, so as to provide adequate pressure to remove earthen material identified by the Contract Administrator.
- E24.2.2 Spray head shall be equipped with a rotating type nozzle, in order to provide a wider path of cut.

CONSTRUCTION METHODS

E24.3 Hydro-Removal of Earthen Material

- E24.3.1 Earthen material adjacent to utility entity shall be sprayed with high pressure water so as to remove all such material identified by the Contract Administrator.
- E24.3.2 Earthen material adjacent to tree roots for tree well construction shall be sprayed with controlled pressure water so as to not cause damage to the tree. The Contractor must make arrangements to have personnel for City Forestry present during Hydro Excavation for tree well construction.

E24.4 Recovery of Excavated Material

- E24.4.1 The recovery of excavated material shall be done using vacuum type method, or other type method as approved by the Contract Administrator.
- E24.4.2 The recovery of material shall follow immediately behind the excavation, to avoid excavated areas from filling with excavated material.
- E24.4.3 The use of mechanical sweepers will not be allowed.
- E24.4.4 Dispose of material in accordance with Section 3.4 of CW 1130.

E24.5 Backfill of Hydro Excavated Hole

- E24.5.1 The Contractor shall be responsible for the backfill of the hydro excavated hole upon the completion of the Work described herein, to the approval of the Contract Administrator.

MEASUREMENT AND PAYMENT

E24.6 Hydro Excavation

- E24.6.1 Hydro Excavation of earthen material will be measured on an hourly basis and paid for at the Contract Unit Price per hour for "Hydro Excavation". Hydro Excavation as a pay item is to be paid only when directed by the Contract Administrator for site investigation purposes only. It is not to be paid for the Contractor's execution of normal contract requirements, such as Hydro Excavation required to complete excavations, Hydro Excavation required for safety watches and all other Work identified in the tender documents and drawings. The hours to be paid for will be the total number of hours of Hydro Excavation in accordance with this specification, accepted and measured by the Contract Administrator. Travel to and from the Site will not be accounted for in the payment of this item.

E25. TREE REMOVAL

- E25.1 Further to CW 3010 - Clearing and Grubbing, tree removal including the roots shall be measured on a unit basis for the number of trees (larger than 75 mm in diameter) removed in accordance with CW 3010. Payment shall be at the Contract Unit Price bid for "Tree Removal" measured as specified herein for the total number of trees removed in accordance with this Specification, accepted and measured by the Contract Administrator.
- E25.2 The Contractor shall identify trees that may be affected by Work and inform the Contract Administrator of trees that need to be removed. No trees shall be removed from the project without written approval from the Contract Administrator and approval from the Winnipeg Forestry Department.

E26. CONCRETE SAW CUT AND SEALING

- E26.1 Concrete pavement for Rupert Avenue and Owena Street reconstructions shall be a saw-cut as shown in Appendix F – SD-212 (draft): 'Sawn Joint and Butt Joint for Plain Dowelled and Reinforced Concrete Pavements (Draft)' dated October 2024.

DESCRIPTION

- E26.2 Further to CW 3310 – R19 this specification covers a narrow (6mm) saw cut for new concrete pavement.
- E26.3 Referenced Standard Details
- (a) SD-212 Sawn Join and Butt Joint for Plain Dowelled and Reinforced Concrete Pavements.
 - (b) SD-212 DRAFT Sawn Join and Butt Joint for Plain Dowelled and Reinforced Concrete Pavements (DRAFT), in Appendix F.

MATERIALS

- E26.4 Use only those materials listed as Approved Products for Surface Works. The Approved Products are available in Adobe Acrobat (.pdf) format at the City of Winnipeg, Corporate Finance, Material Management Internet site at:
https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Product_Surface_Works.pdf

- E26.5 Joint Filler
- (a) The Saw cut joints shall be filled with hot-poured joint sealant.

CONSTRUCTION METHODS

- E26.6 Where the concrete pavement is installed lane-at-a-time, the longitudinal formed joint does not need to be saw cut or sealed.
- E26.7 Where the concrete pavement is installed full-width, two lanes-at-a-time, the longitudinal joint shall be saw cut and sealed.
- E26.8 Complete transverse sawcuts in sawing operation as per revised Appendix F - SD-212 DRAFT.

- E26.9 Complete hot poured joint sealer as per CW 3310-R19, omitting the installation of backer rods.

MEASUREMENT AND PAYMENT

- E26.10 No payment shall be made for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in CW 3110-R19.

E27. GATE REMOVAL

- E27.1 This specification covers the removal of an existing gate at the Brookside Cemetery site which Works include but are not limited to remove and disposing of the existing infrastructure. The City of Winnipeg Municipal Cemeteries Branch may direct the Contractor to return portions of the gate for re-use, this material will be returned to a location on the Brookside Cemetery site as directed by the Cemetery Branch or Contract Administrator.
- E27.2 Gate Removal include the disposal or return of the gate materials shall be measured on a unit basis for the number of gates removed. Payment shall be at the Contract Unit Price bid for "Removal of Existing Gate" measured as specified herein for the total number of gates removed in accordance with this Specification, accepted and measured by the Contract Administrator.
- E27.3 The Contract Administrator or Cemeteries' Branch shall identify the gates that need to be removed. No gates shall be removed from the project without written approval from the Contract Administrator.

E28. BARRIER CURB AND ARCHED GUTTER INLET FRAME, BOX AND INLET COVER

DESCRIPTION

- E28.1 General
- E28.1.1 This Specification shall cover the replacement of Barrier Curb and Gutter Inlet Frame and Box (AP-011) and Inlet Cover (AP-012) with Barrier Curb and Arched Gutter Frame, Box and Inlet Cover on existing Catch Pits, Catch Basins and with Installation of New Catch Pit (SD-023) and New Catch Basin (SD-024).
- E28.2 Referenced Standard Construction Specifications
- (a) CW 3210 – Adjustment of Pavement and Boulevard Structures;
 - (b) CW 2130 – Gravity Sewers; and
 - (c) Barrier Curb and Arched Gutter Inlet Frame, Box and Inlet Cover (Appendix D).

MATERIALS

- E28.3 Approved Products
- (a) D&L Foundry Inc. – TF-103-3F-A (frame)
 - (b) D&L Foundry Inc. – TF103-SI (box)
 - (c) D&L Foundry Inc. – TF-103-G-A (cover)

MEASUREMENT AND PAYMENT

- E28.4 Barrier curb and arched gutter inlet frames, boxes and inlet covers for catch basins and catch pits will be included in the price for Items of Work "Catch Basin" and "Catch Pit", as per Clause 4.4 of CW 2130.
- E28.5 Barrier curb and arched gutter inlet frames, boxes and inlet covers will be measured on a unit basis and paid for at the Contract Unit Price per unit for the "Barrier Curb and Arched Gutter Inlet Frame, Box and Inlet Cover". The number of units to be paid for will be the total number of each unit supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

E29. ASPHALT SPECIAL PROVISION

DESCRIPTION

E29.1 General

- E29.1.1 This specification covers the requirements for the materials, equipment, and processes for proportioning and mixing hot mix asphalt (HMA) including warm mix asphalt (WMA), recycled mixes, and mixes for miscellaneous in accordance with the Marshall and Superpave methods.
- E29.1.2 This Specification covers the preparation of hot/warm-mixed, hot/warm-laid, asphalt paving mixes for, and all placing operations relating to, the construction of asphalt pavements, overlays and other related pavement Works.
- E29.1.3 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 Work as hereinafter specified.

E29.2 Definitions

- E29.2.1 Hot Mix Asphalt (HMA) means hot mixed, hot laid asphalt. The terms are used interchangeably. HMA may include recycled or specialty mixes.
- E29.2.2 Warm Mix Asphalt (WMA) means warm mixed, warm laid asphalt produced using technologies that allow for the mixing, handling, and compaction of the asphalt concrete mixture at a temperature typically lower than conventional hot mix asphalt.
- E29.2.3 Lift means the compacted thickness of asphalt material laid in a single application.
- E29.2.4 Base Course means the layer of material between the sub-base and the pavement wearing surface.
- E29.2.5 SP1 means dense-graded asphalt mix using Superpave mix design for surface course. SP1 is intended for the reconstruction and asphalt overlay of expressways, major arterials, and minor arterials, reconstruction of industrial/commercial collectors and associated approaches as well as the paving of bridge decks.
- E29.2.6 SP2 means dense-graded asphalt mix using Superpave mix design for intermediate and bottom lifts. SP2 is intended for the reconstruction of high traffic volume streets, including expressways, major arterials, minor arterials, industrial/commercial collectors and associated approaches as well as the paving of bridge decks.
- E29.2.7 MS1 means dense-graded asphalt mix using Marshall mix design for surface course. MS1 is intended for the reconstruction and asphalt overlay of intermediate and low volume streets including residential major or minor collectors, residential local, public lanes, asphalt pathways and associated approaches.
- E29.2.8 MS2 means dense-graded asphalt mix using Marshall mix design for intermediate and bottom lifts. MS2 is intended for intermediate and low volume streets including residential major or minor collectors, residential local, public lanes, asphalt pathways and associated approaches.
- E29.2.9 Reclaimed asphalt pavement (RAP) means the processed HMA or WMA material that is recovered by partial or full depth removal.
- E29.2.10 Deleterious Material means soft or friable material that would decay or disintegrate from weathering including ironstone, porcelain, vegetation, organic material, wood, glass, alkali, plastic, metal, reinforcing steel, building rubble, brick, shale, mica, coal, clay lumps, and loam or other deleterious substances.
- E29.2.11 Job-Mix Formula (JMF) means the percentage passing on each designated sieve of the total mass of aggregate and the amount of asphalt cement as a percentage by mass of the

mixture that are based on specified mix design procedures, and when mixed results in a paving mixture in accordance with this specification.

- E29.2.12 Mix Design means the design of the proportions of aggregates, asphalt cement, and additives that when uniformly mixed results in an acceptable asphalt mix in accordance with the specified method.
- E29.2.13 Performance Graded Asphalt Cement (PGAC) means an asphalt binder that is asphalt-based cement produced from petroleum residue, either with or without the addition of non-particulate modifiers, in accordance with AASHTO M320.
- E29.2.14 Superpave means the method for specifying material components and asphalt mix design using the Superpave Gyratory Compactor (SGC).
- E29.2.15 Joint means a vertical contact between a new asphalt pavement course and any existing asphalt pavement or any rigid object that exists at the time the HMA is laid.
- E29.2.16 Prime Coat means application of emulsified asphalt cement on a Base Course granular surface.
- E29.2.17 Tack Coat means application of emulsified asphalt cement on existing asphalt or portland cement concrete pavement prior to overlay, or between layers of new bituminous pavement.
- E29.2.18 Prime/Tack Coat Cure means the moment when water separates enough from the emulsified asphalt to show a color change from brown to black.
- E29.2.19 Segregation means a condition of the pavement characterized by areas with comparatively coarser texture than that of the surrounding pavement.
- E29.2.20 Lot means a specific quantity of material, approximately 150 tonnes or less, from a single source and produced by the same process within a single operational day. Actual size of Lot may vary based on scaled quantities delivered to the road.

MATERIALS

E29.3 Handling and Storage of Materials

- E29.3.1 All asphalt constituent materials shall be stored in a manner that will prevent contamination or deterioration. Access to the storage facilities shall be provided for inspection by the Contract Administrator.
- E29.3.2 All fabricated and incidental materials, such as anti-stripping, prime coat, tack coat, etc., shall be stored in accordance with the manufacturer's instructions.
- E29.3.3 The Contract Administrator shall approve all materials before any construction is undertaken. If, in the opinion of the Contract Administrator, such materials, in whole or in part, do not conform to this Specification or are found to be defective in manufacture or have become damaged in transit, storage or handling operations, then such material shall be rejected by the Contract Administrator and replaced by the Contractor at his own expense. There shall be no charge to the City for any materials taken for testing purposes.

E29.4 Aggregate

- E29.4.1 Aggregate shall consist of crushed stone or gravel or a combination of these materials conforming to the requirements of this Specification.
- (a) Each of the fine- and coarse-fractions of the combined aggregate shall meet all the requirements of this Specification and shall be handled and weighed separately to maintain uniformity. The supplier shall provide the City of Winnipeg, Research and Standards Engineer with test data demonstrating that the material will produce asphalt mixes of acceptable quality that meet all the requirements of this Specification.
 - (b) Aggregates shall be hard and durable fragments with a maximum of 2% deleterious materials in both coarse and fine aggregates in accordance with ASTM Standard C142, Standard Test Method for Clay Lumps and Friable Particles in Aggregate and

ASTM C123/C123M - Standard Test Method for Lightweight Particles in Aggregate by Washing as well as visual inspection of aggregates to identify deleterious materials.

- (c) The combined aggregate gradation and physical properties shall comply with the requirements in Table CW 3410.1.

TABLE CW 3410.1 - Combined Aggregate Gradation and Physical Properties Limits

	Test Method	SP1	SP2	MS 1	MS 2
Sieve Size, mm		Percent of Total Dry Weight Passing Each Sieve			
19.0	ASTMC 136 or ASTM D5444 (Note 1)	--	100%	--	100%
16.0		100%	90% - 100%	100%	90% - 100%
12.5		90% - 100%	70% - 90%	90% - 100%	75% - 95%
9.5		75% - 90%	60% - 80%	75% - 90%	70% - 90%
4.75		48% - 70%	40% - 62%	48% - 70%	55% - 70%
2.36		28% - 58%	23% - 50%	28% - 58%	35% - 55%
1.18		19% - 40%	15% - 35%	19% - 40%	28% - 46%
0.60		13% - 30%	10% - 22%	13% - 30%	17% - 32%
0.15		4% - 15%	4% - 14%	4% - 15%	4% - 12%
0.075		2% - 8%	2% - 8%	2% - 8%	3% - 10%
Fine Aggregate Angularity, %min (Note 2)	ASTM C1252 – Method A	45%	45%	40%	40%
Clay Content (Sand Equivalency), %min (Note 3)	ASTM D2419	45%	45%	45%	40%
Crush Count, %min (2 Fractured Faces) (Note 4)	ASTM D5821	95%	80%	80%	80%
Flat and Elongated Particles, % Max	ASTM D4791	6%	10%	--	--
Absorption, %max	ASTM C127	2%	2%	2%	2%
Abrasion, %max (Note 4)	ASTM C131	35%	35%	35%	40%
Micro-Deval, %max (Note 4)	ASTM D6928	15%	15%	15%	17%
Soundness (Note 5)	ASTM C88	Note 3	Note 3	Note 3	--
Lightweight Particles Content, %max (Note 6)	ASTM C123	3%	5%	3%	5%

- Note 1: ASTM C136 shall be used for determining the particle size distribution of fine and coarse virgin aggregates while ASTM D5444 shall be used for determining the particle size distribution of extracted aggregates from bituminous mixtures.
- Note 2: Test criteria shall apply for fine aggregates passing 4.75mm sieve. Test results shall be based on combined aggregates prior to the addition of RAP. Fine Aggregate Angularity (FAA) of 43% is acceptable, provided the mix complies with all other specified requirements.
- Note 3: Test results shall be conducted on the combined aggregate mix before the addition of Reclaimed Asphalt Pavement (RAP).
- Note 4: Test criteria shall apply for coarse aggregates retained on 4.75 mm sieve.
- Note 5: Soundness - Coarse aggregate when subjected to five cycles of the soundness test shall have a weighted loss of not more than twelve (12) percent when sodium sulphate

is used or not more than eighteen (18) percent when magnesium sulphate is used in accordance with ASTM Standard C88, Test for Soundness of Aggregates by Use of Sodium Sulphate or Magnesium Sulphate.

- Note 6: The lightweight particle content is the percentage of lightweight particles by weight of all particles retained on 4.75mm sieve.

- (d) Quarried limestone and dolomite shall not be acceptable as asphalt aggregate materials for SP1 and MS1 surface lifts.

E29.5 Asphalt Cement

E29.5.1 Asphalt cement shall be performance graded asphalt cement in accordance with AASHTO M 320 unless otherwise specified in the Contract Documents.

- (a) Use only those materials listed as Approved Products for Surface Works. The Approved Products are available in Adobe Acrobat (.pdf) format at the City of Winnipeg, Corporate Finance, Material Management Internet site at:
<https://legacy.winnipeg.ca/matmgt/spec/default.stm>

E29.5.2 The PGAC shall be homogeneous, free of water and any contamination, and shall not foam when heated to the temperatures specified by the manufacturer for the safe handling and use of the product. It shall be shipped, used, and always handled in accordance with the manufacturer's specifications.

E29.5.3 All PGAC shall be in accordance with AASHTO M 320 when tested using the methods designated in AASHTO R29, Test Procedure for Grading an Unknown Asphalt Binder and continuous grading temperatures and reported continuous grading temperatures rounded to the nearest 0.1 °C.

E29.5.4 Grades shall be tested at a temperature of 58 °C to determine the average percent recovery at 3.2 kPa (R_{3.2}) in accordance with the requirements of AASHTO T350 Multiple Stress Creep Recovery (MSCR) Test using a Dynamic Shear Rheometer. The minimum MSCR Elastic Recovery shall be 25%.

E29.5.5 The PGAC performance grading test result requirements shall be

- Equal to or above XX* and equal to or below -YY*; or
- ≤ 0.5 °C below XX and ≤ 0.5 °C above -YY

Where *XX is the specified high temperature performance grade and design maximum pavement temperature and -YY is the specified low temperature performance grade and design minimum pavement temperature.

E29.5.6 The PGAC shall comply with the performance grading requirements in Table CW 3410.2.

Table CW 3410.2: Categories for PGAC

Asphalt Type		Specified Standard Grade*
Top lift	SP1	PG 64-34P
	MS1	PG 58-34P
Other lifts	SP2	PG 58-34P
	MS2	PG 58-34P

E29.6 Mineral Filler

E29.6.1 Mineral filler, when required, shall consist of finely divided mineral matter such as rock dust, slag dust, hydrated lime, hydraulic cement, fly ash, loess or other suitable mineral matter, and shall conform to the requirements of ASTM Standard D242, Standard Specification for Mineral Filler for Bituminous Paving Mixtures. Mineral filler shall be free from organic matter and shall be non-plastic when tested in accordance with ASTM D2974

Standard Test Methods for Determining the Water (Moisture) Content, Ash Content, and Organic Material of Peat and Other Organic Soils

E29.7 Incidental Materials

E29.7.1 Prime Coat

- (a) Prime coat shall consist of an emulsified asphalt. Method of application shall conform to the manufacturer's recommendations.
- (b) Use only those materials listed as Approved Products for Surface Works. The Approved Products are available in Adobe Acrobat (.pdf) format at the City of Winnipeg, Corporate Finance, Material Management Internet site at:
<https://legacy.winnipeg.ca/matmgt/spec/default.stm>

E29.7.2 Tack Coat

- (a) Tack coat shall consist of emulsified asphalt. Method of application shall conform to the manufacturer's recommendations.
- (b) Use only those materials listed as Approved Products for Surface Works. The Approved Products are available in Adobe Acrobat (.pdf) format at the City of Winnipeg, Corporate Finance, Material Management Internet site at:
<https://legacy.winnipeg.ca/matmgt/spec/default.stm>

E29.7.3 Reclaimed Asphalt Pavement (RAP)

- (a) Reclaimed asphalt pavement shall consist of sound durable particles produced by crushing and screening.
- (b) RAP is not permitted in SP1 where used as a surface course. Up to 10% by mass of RAP is permitted where SP1 is used in lifts other than surface course.
- (c) Up to 10% by mass of RAP is permitted in MS1 where used as a surface course.
- (d) Up to 15% by mass of RAP is permitted in MS1, MS2, and SP2 where used in lifts other than surface course.
- (e) RAP shall be blended during production of the asphalt and the mix produced shall consist of a uniform blend of all materials.
- (f) All physical requirements and combined aggregate gradation limits shall meet the requirements of Table CW 3410.1.

E29.7.4 Recycled Asphalt Shingles (RAS)

- (a) RAS shall be blended during production of the asphalt and the mix produced shall consist of a uniform blend of all materials.
- (b) RAS shall consist of sound durable particles produced from recovered organic asphalt, shingles, asphalt caps and asphalt rolled roofing. Fiberglass shingles are not permitted.
- (c) RAS material can be incorporated to a maximum 3% by weight of the total mix into MS1, MS2, and SP2 where used in lifts other than surface course.
- (d) RAS particles shall be a maximum size of 10mm and shall otherwise meet the gradation requirements in Table CW 3410.1.
- (e) RAS shall be free of chemical contaminants. Deleterious substances shall be a maximum of 3% of RAS by weight. Deleterious substances include fiberglass shingles, metal, glass, rubber, nails, soil, brick, tars and asbestos.

DESIGN REQUIREMENTS FOR ASPHALT PAVING MIX

E29.8 Testing Laboratories

- E29.8.1 The City of Winnipeg, Research and Standards Engineer will maintain a list of approved Testing Laboratories. To obtain approval, Testing Laboratories must submit the following information to the Research and Standards Engineer annually prior to April 1st:

- (a) Valid Category “B” Asphalt laboratory certification or higher by Canadian Council of Independent Laboratories (CCIL);
- (b) A complete list of the certified testing; and,
- (c) List of the field personnel and their qualifications.

E29.9 Asphalt Suppliers

E29.9.1 Asphalt suppliers must submit the following information to the Research and Standards Engineer three weeks prior to paving:

- (a) Asphalt suppliers Approval Guidelines and Application is available at the City of Winnipeg, Corporate Finance, Material Management Division website at;
<https://legacy.winnipeg.ca/matmgt/spec/default.stm>
- (b) Names of suppliers and sources for all materials and admixtures;
- (c) Asphalt mix designs. The mix design shall be completed by an approved laboratory with CCIL Type “A” certification based on the asphalt type;
- (d) Copies of valid scale calibration reports for the asphalt batch plant;
- (e) Test data for aggregates (in accordance with Clause 2.2);
- (f) Sieve analysis test reports for the individual aggregates and the combined aggregate gradations to be used in the asphalt. The sieve analysis test reports shall be representative of the material to be used during asphalt production;
- (g) Test data for asphalt cement (in accordance with Clause 2.3) and the following items shall be submitted:
 - (i) The PGAC supplier and location that the product shall be supplied from;
 - (ii) All documentation from the PGAC supplier confirming the grade of PGAC;
 - (iii) Applicable mixing and compaction temperatures for the product;
 - (iv) The minimum temperature of the mix immediately after spreading as recommended by the PGAC supplier; and,
 - (v) Documentation of construction, storage, and handling requirements, including the material safety data sheet, recompaction temperature, and mix discharge temperature.
- (h) Performance data from trial batches prior to construction to demonstrate the asphalt mix will achieve the performance criteria in Table CW 3410.4 and Table CW 3410.5. Three (3) separate sets of test results from a trial batch will be required for approval of the corrected mix design statement;
- (i) Quality control program for all materials, including a proposed sampling and testing plan in accordance with Clause 3.4;
- (j) The supplier shall hold a valid development license issued in accordance with the Manitoba Environment Act for the operation of the Bituminous Mix plant. The plant shall be located and operated in accordance with the terms and conditions of the license; and,
- (k) The supplier shall control dust at the plant site in accordance with health, safety and environmental requirements.

E29.9.2 The City of Winnipeg, Research and Standards Engineer will conduct inspections at least once a year during production. Samples of materials may be taken and tested.

E29.9.3 Testing for qualification or acceptance purposes shall be done in accordance with this Specification and applicable test procedures and standard practices. There shall be no charge for any materials taken for testing purposes.

E29.9.4 Changes in the source of any asphalt constituent materials will not be permitted without approval of the City of Winnipeg, Research and Standards Engineer. For new sources, all materials shall be tested.

- E29.9.5 Once approved, all asphalt shall be supplied in accordance with the approved Mix Design Statement. No changes in the asphalt mix designs will be permitted without written permission from the City of Winnipeg, Research and Standards Engineer.
- E29.9.6 Any change in the constituent materials of the asphalt shall require a new asphalt mix design.
- E29.9.7 No asphalt supply or placement shall proceed until the asphalt cement submittal, mix design and Job Mix Formula are approved.

E29.10 Asphalt Mix Design and Job Mix Formula

- E29.10.1 The Mix Design Statements for all asphalt types shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval. The mix shall be proportioned to produce asphalt in accordance with the requirements of Table CW 3410.3 or Table CW 3410.4.

Table CW 3410.3: Marshall Mix Requirements

Mix Properties	MS1	MS2
Asphalt Cement, % total sample weight	5.5% to 6.5%	5.0% to 6.0%
Voids in Mineral Aggregate, %min	14%	13%
Voids Filled with Asphalt (%)	67% to 78%	67% to 75%
Air Voids	3.0% to 5.0%	3.0% to 5.0%
Marshall Stability, kN at 60°C	8 min.	8 min.
Flow Index, units of 250 µm	8.0 to 14.0	8.0 to 16.0

Note: The mix shall be designed using 75 blows per side of the test specimen with manual compaction hammer or a mechanical equivalent device.

Table CW 3410.4: Superpave Mix Requirements

Mix Properties			SP1	SP2
% of Theoretical Maximum Specific Gravity	Mix Gyratory Compaction Requirements			
	N _{initial}	8	≤ 89.0	≤ 90.5
	N _{design}	100	96.0	96.0
	N _{max}	160	≤ 98.0	≤ 98.0
Voids in Mineral Aggregate, %min			14	13
Voids Filled with Asphalt, %			67 – 75	65 – 75
Dust to Binder Ratio			0.6 – 1.2	0.6 – 1.2
Minimum Tensile Strength Ratio (TSR), % (AASHTO T283)*			80%	70%

* If the specified TSR is not met, an approved anti-stripping additive shall be incorporated into the mix at a rate recommended by the anti-strip manufacturer and approved by the City of Winnipeg, Research and Standards Engineer.

- E29.10.2 If, during the progress of the Work, the mix design is found to be unsatisfactory for any reason or the quality assurance tests show deviation between the results and Mix Design Statement exceeding those identified in Table CW 3410.5, the asphalt supplier shall revise the mix design(s) and submit the proposed changes to the City of Winnipeg, Research and Standards Engineer for approval. The changes shall not exceed any of the limits specified in Table CW 3410.5 and shall meet the requirements specified in Tables CW 3410.1, CW 3410.2, CW 3410.3 and CW 3410.4 of this Specification; otherwise a new mix design shall be submitted.

Table CW 3410.5: Maximum Deviation and Adjustments for JMF

Mix Properties	Maximum Deviation Between the QA results and Mix Design Statement, %	Maximum JMF Adjustment, %
Asphalt Cement, % total sample weight	± 0.2	± 0.3
RAP	3%	5%
Passing 16.0 mm, 12.5 mm, 9.5 mm sieves	4.0%	5.0%
Passing 4.75 mm, 2.36 mm, 1.18 mm, 0.425 mm, 0.18 sieves	2.0%	3.0%
Passing 0.075 mm sieve	1.0%	1.0%

E29.10.3 The mix design shall be valid for a maximum of twelve (12) months from when the mix design was developed. To extend use of the mix design beyond the initial twelve (12) months, a minimum of one test of each property listed in Section 3 shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval. A full mix design shall be submitted every three years.

E29.11 Plant Quality Control

E29.11.1 The asphalt supplier shall be responsible for quality control of the plant to ensure all materials meet the approved mix designs. This information shall be submitted monthly and will be monitored by the City of Winnipeg, Research and Standards Engineer. Failure to submit the quality control results shall be cause for immediate suspension of the asphalt supplier.

E29.11.2 Quality Control testing shall be conducted by a laboratory certified in accordance with the requirements of Clause 3.1 and approved by the City of Winnipeg, Research and Standards Engineer.

E29.11.3 The quality control program shall include all testing in accordance with Sections 2 and 3 of this Specification. A minimum of one test for aggregate gradation and asphalt materials shall be provided monthly during production.

E29.11.4 Testing of any asphalt constituent materials may be undertaken by a testing laboratory designated by the City of Winnipeg, Research and Standards Engineer. The asphalt supplier shall be equipped with suitable means or a device for obtaining a representative sample of the asphalt cement. Any material which fails to comply with the requirements of this specification will be rejected. Material that has been rejected must be removed immediately by the asphalt supplier.

SUPPLY OF MATERIALS

E29.12 General

E29.12.1 All asphalt suppliers shall be approved by the City of Winnipeg, Research and Standards Engineer. A list of approved asphalt suppliers is available at the City of Winnipeg, Corporate Finance, Material Management Division website at:
<https://legacy.winnipeg.ca/matmgt/spec/default.stm>

E29.12.2 Unless otherwise specified, only use of stationary asphalt mixing plants will be permitted.

E29.13 Aggregate

E29.13.1 The different sizes of aggregate used shall be kept separate and adequate provision shall be made to keep them from becoming mixed or otherwise contaminated.

E29.13.2 Where blending of materials from one or more sources and/or sizes, each material shall be placed in separate stockpiles.

E29.13.3 Separate aggregate feeds capable of delivering a uniform flow of material to the dryer shall be provided for each separate stockpile of aggregate, RAP, supplementary material and VMA additive used to produce the asphalt mix.

E29.13.4 The aggregates shall be dried at a minimum temperature of 135°C before mixing with the asphalt.

E29.14 Asphalt Cement

E29.14.1 The asphalt cement shall be heated in a storage tank to a temperature that falls within the mixing temperature range recommended by the asphalt cement manufacturer. The mixing temperature shall be based on the temperature-viscosity curve for the asphalt cement and shall be sufficient to produce a uniform and homogeneous mixture in which all particles of the aggregate are thoroughly and uniformly coated. All information related to the asphalt cement shall be made available to the Contract Administrator upon request.

E29.14.2 The asphalt cement shall be heated at the plant to a maximum temperature of 160°C before mixing with the aggregates. In no case shall the temperature of the asphalt and aggregates differ by more than 15°C when placed in the mixing drum.

E29.15 Transportation of Asphalt Paving Mix

E29.15.1 The mixture shall be transported from the plant to the site in trucks with metal bottoms previously cleaned of all foreign materials. If required, truck boxes shall be lightly coated with a uniform application of a non-petroleum-based asphalt release agent. The release agent shall conform to the Manufacturer's specifications and approved by the Contract Administrator. Excess lubricants shall be removed before trucks are loaded with asphalt. Release agents that adversely affect the quality or performance of the asphalt mix shall not be used.

E29.15.2 The trucks shall be suitably insulated, as required. Each vehicle shall be equipped with a tarpaulin or other suitable covering material of sufficient size to overhang the truck box on three sides when the vehicle is fully loaded. Such tarpaulins shall be on the truck at all times and shall be used to cover the mixture completely as directed by the Contract Administrator.

EQUIPMENT

E29.16 General

E29.16.1 All equipment shall be of a type approved by the Contract Administrator. The equipment shall be in good working condition for the duration of the Contract.

E29.17 Prime/Tack Coat Distributors

E29.17.1 For main lane paving, prime/tack coat shall be applied using self-propelled or tow-along pressure distributors capable of applying the product at the specified rate and in a continuous and uniform manner both longitudinally and transversely for the full lane width.

E29.17.2 The distributors shall be equipped with a volume metering system of sufficient sensitivity to measure the quantity of tack/prime coat. The metering system shall be calibrated annually and all the certifications shall be made available to the Contract Administrator upon request. The distributors shall contain a thermometer for measuring the temperature of the tank contents.

E29.17.3 All nozzles shall be set in the spray bar such that the nozzle slots make an angle between 15° to 30° with the longitudinal axis of the spray bar. Clogged nozzles shall be removed and cleaned with solvent before being used.

E29.17.4 The use of a hand-held pressure applicator is acceptable only for prime/tack coating of small or irregularly shaped areas such as cuts, approaches, etc.

E29.18 Mechanical Pavers

- E29.18.1 Asphalt pavers shall be self-propelled and capable of laying a consistent lift which is true to the specified geometrics, cross-section and alignment. Pavers shall be equipped with hoppers and distributing screws capable of placing the hot mix evenly in front of the screeds.
- E29.18.2 Asphalt pavers shall be equipped with automatic longitudinal and transverse grade and slope controls which are capable of being operated from either side of the paver. The longitudinal grade control shall be readily adjustable for lift thickness in small increments without the necessity of stopping the paver.
- E29.18.3 The use of any paver that is experiencing difficulty in achieving a consistent and smooth lift in conformance with this Specification shall be discontinued until the Contractor demonstrates suitable corrective measures.

E29.19 Rollers

- E29.19.1 A rolling pattern shall be established and submitted by the Contractor to the Contract Administrator for approval before paving. The Contract Administrator shall approve any deviation from the rolling pattern during construction.
- E29.19.2 The Contract Administrator shall be provided with the mass of the rollers and may require they be weighed.
- E29.19.3 Rollers shall be classified into categories in accordance with Table CW 3410.6.

Table CW 3410.6: Roller Classifications

Type	Description	Classification	Minimum Mass, tonnes
Class S	Self-propelled steel-drum roller	S1	7
		S2	9
Class R	Self-propelled pneumatic-tired rollers Or	R1	8
	Self-propelled combination roller	R2	15
Class V	Self-propelled vibratory roller	V1	4
		V2	5.2
		V3	5.8

- E29.19.4 Rollers shall be equipped with an automatic device that prevents the drum from vibrating unless the roller is moving and shall automatically halt vibration before coming to a stop. Frequency of vibration shall not be less than 2200 per minute. Vibration should not be used where there is potential to damage services and structures, or cause nuisance complaints as directed by the Contract Administrator.

CONSTRUCTION METHODS

E29.20 General

- E29.20.1 All construction methods shall conform to this Specification, except as otherwise approved by the Contract Administrator.

E29.21 Preparation of Base Course for Asphalt Pavement

E29.21.1 General

- (a) Placing of the asphalt mixture shall not commence until the construction of the sub-grade, sub-base and Base Course has been completed in accordance with the requirements of Specification CW 3110, and the installation of pavement and boulevard structures and appurtenances has been completed to the satisfaction of the Contract Administrator.

- (b) Where Base Course has raveled, the loose material shall be removed or recompact to a uniform surface.

E29.21.2 Prime Coat

- (a) Application of prime coat shall consist of flushing the final accepted Base Course layer with diluted emulsified asphalt. Use an equal volume of water to dilute the emulsified asphalt unless otherwise specified by the Contract Administrator. Surfaces to be prime coated shall be free of standing water and contamination, such as mud, loose aggregate, or debris.
- (b) The application rate of undiluted prime shall be between 0.5 to 1.0 L/m² and shall be approved by the Contract Administrator.
- (c) Prime coat shall be placed with sufficient time to cure prior to paving. Asphalt mix shall not be placed on prime coated areas until the prime coat is cured for a minimum of eight (8) hours or until prime coat cannot be tracked by foot traffic and tires. Paving and construction equipment shall not be permitted onto the prime coat until it has broken and set. Traffic shall not be permitted on the prime coat.
- (d) Prime coat shall be visually uniform. Prime coat shall be reapplied to areas of insufficient or non-uniform coverage. A hand spray can be used to apply prime coat to areas missed or inaccessible by the distributor. When prime coating is performed using hand spray, the visual appearance of such areas shall be consistent with the adjacent areas.
- (e) Prime coat shall not be applied when the weather is foggy or rainy or when the ambient temperature is less than 0°C. If the ambient temperature is less than 0°C as forecast by the nearest official meteorological office, the product used for prime coat shall be approved by the Contract Administrator.
- (f) Before applying the prime coat, the surface shall be flushed with water to create optimal conditions for adhesion, absorption control, and overall effectiveness of the prime coat and shall be approved by the Contract Administrator.
- (g) After curing, if any excess primer remains on the surface, the Contractor shall apply an approved sand where necessary to blot up the excess prime. The sand cover, where used, shall consist of clean, granular, mineral material approved by the Contract Administrator, all of which shall pass a 4.75 mm sieve. Only sufficient sand shall be spread to blot up excess prime and such areas shall be broomed to remove the excess sand prior to paving.
- (h) Prime coat shall be inspected and approved by the Contract Administrator before any asphalt is placed. Otherwise the asphalt shall be rejected by the Contract Administrator and shall be removed by the Contractor at his own expense.
- (i) When traffic flow must be maintained, prime coat shall be applied to one direction of the roadway at a time. No prime coat shall be applied to the other direction of the roadway until the first direction has cured to accommodate vehicular traffic.

E29.22 Preparation of Asphalt or Portland Cement Concrete Pavement for Asphalt Overlay

E29.22.1 Asphalt Surface Pavement

- (a) A layer of the existing asphalt surface course shall be removed to such depth as is specified on the Drawings or as directed by the Contract Administrator. This Work will be done and paid for in accordance with Specification CW 3450.
- (b) If the entire existing asphalt overlay is removed to the existing portland cement concrete pavement, the preparation of the existing Portland cement concrete pavement for asphalt overlay shall be in accordance with Section 6.4 of this Specification.
- (c) If the surface remaining after the removal of the specified layer of asphalt surface course is asphalt, the Contractor shall proceed to fill any remaining holes and depressions with asphalt paving mixture and compact these areas with a steel wheel

roller before paving. The asphalt surface upon which the asphalt overlay is to be placed shall be approved by the Contract Administrator prior to placing asphalt.

- (d) At the locations designated on the Drawings and at any other locations designated by the Contract Administrator, the Contractor shall adjust existing structures and appurtenances, reconstruct sections of curb, seal all cracks and do other repair Works as required. The adjustment of existing structures and appurtenances shall be done and paid for in accordance with Specification CW 3210, and the curb renewal, crack sealing and other repair Works shall be done and paid for in accordance with Specifications CW 3230, CW 3240, and CW 3250.

E29.22.2 Portland Cement Concrete Pavement Surface

- (a) At the locations designated on the Drawings and at any other locations designated by the Contract Administrator, the Contractor shall adjust existing structures and appurtenances, reconstruct sections of concrete pavement, reconstruct sections of curb, seal all joints and cracks and do other repair Works as required. The adjustment of existing structures and appurtenances shall be done and paid for in accordance with Specification CW 3210, and the pavement reconstruction, curb renewal, joint and crack sealing and other repair Works shall be done and paid for in accordance with Specifications CW 3230, CW 3240, and CW 3250.

E29.22.3 Tack Coat

- (a) Application of tack coat shall consist of flushing the final accepted surface with undiluted emulsified asphalt. Surfaces to be tack coated shall be free of standing water and contamination, such as mud, loose aggregate, or debris.
- (b) Tack coat shall be required between layers of asphalt material and the application rate shall be in accordance with Table CW 3410.7, unless otherwise specified by the Contract Administrator.

Table CW 3410.7: Application Rate for Tack Coat

Surface Type	Application Rate, L/m ²	Max Allowable Tolerance, L/m ²
New Asphaltic pavement	0.25	0.03
Old Asphaltic pavement, Portland Cement Concrete, Milled Surface	0.35	0.05

- (c) Tack coat shall be placed with sufficient time to cure prior to paving. Asphalt mix shall not be placed on tack coated areas until the tack coat is cured for a minimum of three (3) hours or until tack coat cannot be tracked by foot traffic and tires. If trackless tack is used, the curing time can be reduced in accordance with the manufacturer's specifications unless otherwise specified by the Contract Administrator. Paving and construction equipment shall not be permitted onto the tack coat until it has cured and set. Traffic shall not be permitted on the tack coat.
- (d) Tack coat shall be visually uniform. Areas of insufficient or non-uniform tack coat coverage shall be re-sprayed. Hand spray can be used to apply tack material to areas missed or inaccessible by the distributor including curb areas attached to the asphalt. When tack coating is performed using hand spray, the visual appearance of such areas shall be consistent with the adjacent areas of machine applied material.
- (e) Tack coat shall not be applied when the weather is foggy or rainy or when the ambient temperature is less than 5°C. If the ambient temperature is less than 5°C as forecast by the nearest official meteorological office, the product used for tack coat shall be approved by the Contract Administrator.
- (f) Tack coat shall be inspected and approved by the Contract Administrator before any asphalt is placed. Otherwise the asphalt shall be rejected by the Contract Administrator and shall be removed by the Contractor at his own expense.

E29.23 Placing Asphalt Paving Mixture

E29.23.1 General

- (a) The Contract Administrator shall approve the surface upon which new asphalt is to be placed before paving operations may begin.
- (b) The mixture shall be delivered to the job and placed at a temperature that allows for proper compaction, taking into consideration the weather conditions, the temperature of the surface on which the mixture is to be placed, and the thickness of the lift. In no case shall the asphalt mixture be placed at a temperature lower than the values specified in Table CW 3410.8.

Table CW 3410.8: Limits for Asphalt Mixes Temperatures

Asphalt Type	Temperature for Asphalt before Placing, °C		Minimum Temperature During Rolling, °C
	Minimum	Maximum	
HMA	125	160	90
WMA	115	155	80

- (c) Unless otherwise permitted by the Contract Administrator, the mixture shall be spread by means of a mechanical self-powered paver capable of spreading the mixture true to the line, grade and crown required.
- (d) Pavers shall be equipped with hoppers and distributing screws of the reversing type to place the mixture evenly in front of adjustable screeds. The mixture shall be dumped in the centre of the hoppers and care exercised to avoid overloading and slopping over of the mixture upon the base.
- (e) When laying the mixture, pavers shall operate so as to provide as continuous an operation as possible at a speed of between three meters and six meters per minute. They shall be equipped with a quick and efficient steering device and shall have forward and reverse travelling speeds of not less than 25 meters per minute.
- (f) Pavers shall be capable of spreading the mixture, without segregation, in thicknesses as specified on the Drawings or approved by the Contract Administrator. Placement widths shall vary from a minimum of 1.5 meters to a maximum of 4.5 meters unless approved by the Contract Administrator. They shall be equipped with blending or joint levelling devices for smoothing and adjusting all longitudinal joints between strips or courses of the same thickness. Pavers shall be equipped with screeds.
- (g) The term screed includes any strike-off device operated at workable temperature without tearing, shoving or gouging the finished surface.
- (h) The minimum and maximum thickness of a compacted lift for reconstruction shall be in accordance with Table CW 3410.9, unless otherwise specified by the Contract Administrator.

Table CW 3410.9: Lift Thicknesses

Mix Type	Thickness, mm	
	Minimum	Maximum
MS1	35	55
MS2	50	75
SP1	35	55
SP2	50	75

- (i) No construction traffic shall travel on the finished surface until the surface has cooled to a temperature of 60°C or less.

E29.23.2 Main Line Paving

- (a) Main line paving shall include the placement of bottom and top lifts for asphalt pavements and overlays utilizing mechanical pavers with automatic grade control for:
 - (i) All through and parallel turning lanes greater than 15.0 meters in length;
 - (ii) Other lanes greater than 15.0 metres in length; and,

- (iii) Intersections through which the main line continues.
- (b) Main line paving with mechanical pavers shall utilize automatic grade control, except for:
 - (i) Intersections through which the main line continues and where traffic must be maintained; and,
 - (ii) The side of the paver adjacent active traffic.
- (c) Hand placement shall be minimized. Hand placed asphalt shall be spread and compacted to match the finished grade to the satisfaction of the Contract Administrator.

E29.23.3 Tie-Ins and Approaches

- (a) Tie-Ins and approaches shall include the placement of leveling and surface courses for pavements and overlays for all areas other than main line paving lanes. This includes intersecting side streets to the main road under construction except as noted in Section 6.4.2 of this specification, intersection turnouts, right turn cut-offs, median openings, and private approaches. Tie-ins include miscellaneous asphalt for temporary ramping, sidewalk in-fill and isolations.
- (b) Tie-Ins and approaches shall utilize mechanical pavers where possible with or without automatic grade control, or hand methods as approved by the Contract Administrator.
- (c) Hand placement shall be minimized. Hand placed asphalt materials shall be spread and compacted to match the finished grade to the satisfaction of the Contract Administrator.

E29.23.4 Weather Limitations

- (a) Asphalt shall be laid upon a surface which is dry, clean and free from standing water, and only when weather conditions are suitable in accordance with Table CW 3410.10.

Table CW 3410.10: Minimum Placement Temperature for Asphalt

Asphalt Type	Location	Lift Thickness, mm	Temperature*, C°	
			Wind Speed, km/hr > 10	Wind Speed, km/hr ≤ 10
HMA	Top Lift	< 50	10°C	6°C
		≥ 50	8°C	6°C
	Other than top lift	> 50	2°C	2°C
WMA	Top Lift	< 50	4°C	0°C
		≥ 50	2°C	0°C
	Other than top lift	> 50	0°C	-2°C

*Temperature shall be based on the nearest official meteorological office. The Contract Administrator may confirm the temperature by measuring the temperature in the shade and 150 mm above the surface.

- (b) Asphalt shall be placed on unfrozen material, free of water, snow, and ice. Frozen material will be identified by measuring the surface temperature using infrared thermometers or similar devices. If the surface temperature is less than or equal to 0°C, the material will be considered frozen. The Contractor shall use suitable heating methods to maintain the surface temperature above 0°C. Salt shall not be used to thaw ice, snow, or frost.
- (c) Paving shall not be permitted while there is frost within 750 mm of the surface upon which the asphalt is to be placed. Asphalt shall only be laid under conditions that the Contract Administrator determines to be conducive to obtaining the specified results.
- (d) Notwithstanding the above, when weather conditions are unfavourable, or are likely to become unfavourable, paving operations shall be suspended.

E29.24 Joints

E29.24.1 General

- (a) Joints shall be smooth, well bonded and tightly sealed. Joints shall conform smoothly and accurately to adjacent pavement surfaces such that when tested with a 3-metre straight edge placed across the joint the distance between the straight edge and the surface of the pavement shall not exceed 5 mm at any point.
- (b) When matching a compacted joint, the depth of the uncompacted lift shall be set to allow for compaction. The paver screed shall overlap the adjoining lift by no more than 25 mm.
- (c) On straight sections the joint line shall not deviate from a straight line by more than 75 mm at any point. On curved or tapered sections, the joint shall be shaped so as to be as smooth as possible. Jagged, stepped or wandering edges shall be reshaped to a smooth line, to the satisfaction of the Contract Administrator, before the adjacent lift is laid.

E29.24.2 Location of Joints

- (a) The location of joints shall be subject to the approval of the Contract Administrator and shall conform to the following requirements:
 - (i) Longitudinal joints shall not be located within 150 mm of a longitudinal joint in any underlying pavement structure.
 - (ii) Transverse joints shall not be located within two (2) meters of any other transverse joint in the same paving course or within one (1) meter of a transverse joint in any underlying pavement structure.
- (b) Longitudinal cold joints are to be avoided wherever possible. Transverse joints shall be established with sufficient frequency to allow the full width of the paving course to be placed in a single shift. No paving lane shall progress more than 500 m beyond the end of an adjacent paving lane in the same course without the prior approval of the Contract Administrator.

E29.24.3 Preparation of Joints

- (a) Hot Joints
 - (i) Hot joints shall be considered to be those longitudinal joints between adjacent mats in which the previously laid lift retains sufficient heat, above 90 °C for HMA and 75 °C for WMA, to facilitate good bonding and sealing of the joint. The edge of the previously laid lift shall be inspected prior to laying the new mat. Any areas not conforming to line and grade or having a rounded-off top corner shall be cut out to the full depth of the lift to a minimum width of 100 mm and replaced with fresh material and compacted when laying the new mat.
 - (ii) If the previously laid lift temperature is below 90 °C for HMA and 75 °C for WMA but higher than 60 °C, then the joints shall be painted with a thin uniform tack coat before the new asphalt is placed against it.
- (b) Cold Joints
 - (i) Cold joints shall be considered to be those longitudinal and transverse joints where the existing adjacent pavement lift is at or below 60 °C. Transverse joints shall be cut back to a straight line for the full depth and width of the mat. The transverse joint shall be cut back to a location such that the pavement immediately before the joint, when checked with a 3-metre straight edge, exhibits no tapering or rounding.
 - (ii) Longitudinal edges of existing mats shall be inspected before laying the new mat. Any areas not conforming to line and grade shall be cut out full depth to a minimum width of 150 mm and replaced with fresh material and compacted when laying the new mat. Any areas with a rounded corner shall be cut back to the full depth of the lift to form a vertical face with a square corner.
 - (iii) Joints against existing asphalt pavements shall be prepared by saw cutting, cold planning or other method(s) approved by the Contract Administrator, such that the face of the existing pavement is vertical with a square corner.

- (iv) All contact surfaces of cold joints shall be painted with a uniform coat of tack before the new asphalt is placed against them.

E29.24.4 Construction of Joints

- (a) Fresh asphalt shall not be placed against the existing lift until the joint preparation has been completed in accordance with 6.5.3 and is approved by the Contract Administrator.
- (b) The fresh lift shall be laid to an elevation such that, when compacted, it will conform accurately to the grade of the existing pavement. Wherever practicable, this shall be done using mechanical pavers.
- (c) Joints shall always be rolled before the remainder of the mat. Wherever practicable the joint shall be rolled with the roller travelling parallel to the joint and with a minimum of seventy-five (75%) percent of the width of the main roller(s) supported on the existing mat.

E29.25 Asphalt Patching

E29.25.1 Remove and replace existing asphalt pavements adjacent to proposed or renewed sidewalks and concrete approaches for grade adjustment to ensure drainage and rideability are maintained. Areas to be considered as asphalt patches shall be less than 1.5 meters in width. The locations requiring asphalt patching shall be shown on the Drawings or as directed by the Contract Administrator.

E29.25.2 The Contractor shall saw cut the asphalt pavement full-depth along the limits designated. The asphalt pavement shall be removed and disposed of in accordance with CW 3110. Upon removal of asphalt, the existing base materials shall be levelled and compacted. The asphalt shall match the thickness of the existing pavement. The material shall be placed and compacted by acceptable methods in accordance with Clause 6.7 of this specification to the satisfaction of the Contract Administrator.

E29.25.3 All costs incurred for asphalt removal, compaction of existing base materials and placement of Base Course and asphalt materials shall be included in the unit price for "Construction of Asphalt Patches"

E29.26 Compaction of Asphalt Paving Mixture

E29.26.1 General

- (a) A rolling pattern shall be established by the Contractor and approved by the Contract Administrator. The Contract Administrator shall approve any deviation from the rolling pattern.
- (b) The minimum number of rollers is identified in Table CW 3410.11.

Table CW 3410.11: Maximum Rates Per Paver and Roller Sequence

Asphalt Placement, tonnes/hr	Minimum Roller Combinations per Paver Breakdown + Intermediate + Finish*
≤ 100	S2 + R1 + S1 V1 + R1 + S1
> 100	S2 + 2 x R1 + S1 S2 + R2 + S1 V2 + 2 x R1 + S1 V2 + R2 + S1

*No vibration shall be used when paving bridge decks. If Class V rollers are used, they shall be in static mode. The V3 roller can be used as a substitute for the V2 roller.

- (c) The operating speed of rollers shall not exceed 5 km/hr and shall be slow enough to avoid undue displacement of the asphalt. Rollers shall operate with the drive wheel forward in the direction of paving.

- (d) Any displacement occurring as a result of reversing the direction of the roller or any other cause shall be corrected. Rolling shall proceed continuously until all roller marks are eliminated and no further compression is possible. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened with water, limewater, or an approved detergent. Excess moisture will not be permitted.

E29.26.2 Rolling Procedures

- (a) Compaction of the paving mixture shall consist of three (3) separate rolling operations as follows:
 - (i) Breakdown rolling: Rolling shall start longitudinally at the sides and proceed toward the centre of the pavement overlapping on successive passes by at least 150 mm. Breakdown rolling shall consist of at least two complete coverages by the roller. Delays in rolling freshly placed asphalt shall not be permitted.
 - (ii) Intermediate rolling shall immediately follow breakdown rolling. Passes shall be arranged to ensure overlapping successive tire paths. The rolling operation shall prevent pick-up of the mixture on the tires.
 - (iii) Final rolling shall be undertaken while the paving mixture is still warm enough to eliminate roller marks. Where the width permits, the asphalt shall be rolled diagonally in two directions, the second diagonal rolling crossing the first rolling direction. Final rolling shall start longitudinally at the high edge and proceed towards the lower edge of the mat. Final rolling shall be continue until there is no evidence of consolidation.

E29.27 Compaction of Irregular Areas

E29.27.1 Along curbs, manholes and similar structures and at all places not accessible to rollers, compaction shall be performed by plate compactors to the satisfaction of the Contract Administrator. All joints around these structures shall be effectively sealed.

E29.27.2 The asphalt may be heated to a maximum temperature of 120°C to facilitate the compaction where approved by the Contract Administrator.

E29.28 Requirements After Final Rolling

E29.28.1 After final rolling the surface of each lift shall be smooth and true to the established crown and grade. Any low or defective spots shall be remedied by milling to a minimum depth of 40 mm or as directed by the Contract Administrator, and replacing it with a fresh mixture.

E29.28.2 The corrected area shall have a smooth transition to the surrounding pavement without negatively affecting any adjacent sections, impairing the functionality and the service life of the area.

E29.29 Filling of Core Holes

E29.29.1 Where cores are collected, the Contractor shall patch each core hole immediately with an approved cold asphalt product.

E29.29.2 The patch shall be finished flush with the surface. Immediately before filling, the surface of each hole shall be thoroughly cleaned to ensure a proper bond. After filling each hole, all excess material shall be removed from the surface.

E29.29.3 Where HMA or WMA are not available, use only those materials listed as Approved Products for Surface Works. The Approved Products are available in Adobe Acrobat (.pdf) format at the City of Winnipeg, Corporate Finance, Material Management Internet site at: <https://legacy.winnipeg.ca/matmgt/spec/default.stm>

E29.30 Surface Tolerance

E29.30.1 The surface of the asphalt pavement shall be checked with a 3-metre straight edge and be within ± 5 mm from the surrounding area. Areas that do not meet these tolerances shall be corrected to the satisfaction of the Contract Administrator.

E29.30.2 Where the posted speed limit is greater than 60 km/hr, the Contract Documents shall identify smoothness requirements for longitudinal profile of the pavement surface. The smoothness requirements shall be approved by the City of Winnipeg, Research and Standards Engineer.

E29.31 Opening to Traffic

E29.31.1 In no case shall traffic or construction equipment be allowed on the asphalt pavement until completion of quality assurance testing by the Contract Administrator and until the completed pavement has cooled to atmospheric temperature or to such other temperature, as may be approved by the Contract Administrator, that will ensure no deformation of the pavement surface under traffic loading.

E29.31.2 The Contract Administrator's decision as to when the pavement will be opened to traffic shall be final. Prior to opening to traffic, the pavement shall be clean and free of aggregates or other deleterious materials on the surface.

QUALITY ASSURANCE

E29.32 General

E29.32.1 Tests used for purposes of assessing compliance with this specification or for acceptance of any products shall be conducted by a certified laboratory approved by the City of Winnipeg, Research and Standards Engineer.

E29.32.2 Field sampling and testing of asphalt shall be performed by a certified person.

E29.32.3 The Contract Administrator shall be allowed access to all sampling locations and reserves the right to request quality assurance sample(s) at any time.

E29.32.4 Samples shall be protected during transportation from any exposure to adverse conditions.

E29.32.5 If any sample shows distinct evidence of improper sampling, handling, or testing, the test shall be disregarded and a new sample shall be collected.

E29.32.6 Testing in addition to the requirements of this Specification shall be as directed by the Contract Administrator.

E29.33 Testing Frequency

E29.33.1 Asphalt shall be sampled for acceptance in accordance with Table CW 3410.12.

Table CW 3410.12: Frequency of Sampling and Testing of Asphalt

Asphalt Type	Quantity (tonnes)	Minimum Frequency
MS1, MS2	< 150	2 test/day
	150 - 300	3 tests/day
	> 300	2 test/150 tonnes
SP1, SP2	--	2 test/150 tonnes

E29.33.2 Additional testing shall be as directed by the Contract Administrator.

E29.33.3 Copies of all test results shall be sent to the City of Winnipeg, Research and Standards Engineer and to the Contract Administrator.

E29.33.4 Copies of asphalt plant scale tickets shall be provided to the Contract Administrator.

E29.34 Acceptance Criteria

E29.34.1 The Contractor shall reimburse the City for any additional costs the City incurs as a result of failed tests.

- E29.34.2 Where the Work is not funded or administered by the City of Winnipeg or their representative, the party approved by the City of Winnipeg to execute the Work will be responsible for making pay adjustments to the City of Winnipeg.
- E29.34.3 All corrective actions shall be performed at the Contractor's expense.
- E29.34.4 Acceptance of asphalt shall be based on the following:
- (a) Visual Inspection:
 - (i) The Contract Administrator may reject visually defective asphalt areas based on, but not limited to the following defects: flushing, bleeding, segregation, fat spot, surface damage, and surface contamination. Such defective areas shall be removed and replaced at the Contractor's expense.
 - (b) Bituminous Mix Properties:
 - (i) Air Voids: If the measured air voids fall outside the limits specified in Clause 3.3 of this Specification, the Contract Administrator shall apply a payment adjustment in accordance with Table CW 3410.13 against the entire Lot represented by the failed test(s).

TABLE CW 3410.13 – Payment Adjustment for Air Voids

Asphalt Type	Average of the Failed Tests	Percent of Price Reduction %
MS1, MS2, SP1, SP2	≤ 0.5%	0.0
	0.5% to 1%	0.0*
	> 1%	Remove and replace at Contractor's expense

*Paving shall be suspended until necessary adjustments are made and approved by the Contract Administrator.

- (ii) Voids in Mineral Aggregate (VMA): If the measured voids in mineral aggregate falls outside the limits specified in Clause 3.3 of this Specification, the Contract Administrator shall apply a payment adjustment in accordance with Table CW 3410.14 against the entire Lot represented by the failed test(s).

TABLE CW 3410.14 – Payment Adjustment for Voids in Mineral Aggregate

Average of the Failed Tests	Percent of Price Reduction %
≤ 0.5%	0.0
0.5% to 1%	0.0*
1% to 2%	
> 2%	Remove and replace at Contractor's expense

*Paving shall be suspended until necessary adjustments are made and approved by the Contract Administrator.

- (iii) Asphalt Cement Content: If the measured asphalt cement content falls outside the limits specified in Clause 3.3 of this Specification, the Contract Administrator shall apply a payment adjustment in accordance with Table CW 3410.15 against the entire Lot represented by the failed test(s).

TABLE CW 3410.15 – Payment Adjustment for Asphalt Cement Content

Average of the Failed Tests	Percent of Price Reduction %
≤ 0.15%	0.0

0.15% to 0.5%	0.0*
> 0.5%	Remove and replace at Contractor's expense

*Paving shall be suspended until necessary adjustments are made and approved by the Contract Administrator.

- (iv) Gradation: If the gradation falls outside the limits specified in Table CW 3410.1, the Contract Administrator shall apply a payment adjustment in accordance with Table CW 3410.16 against the entire Lot represented by the failed test(s).

TABLE CW 3410.16 – Payment Adjustment for Gradation

Percent Passing Outside the JMF for Each Sieve			Percent of Price Reduction %
19, 16, 12.5, 9.5	4.75, 2.36, 1.18, 0.6, 0.15	0.075	
<2	<1	-	0.0
2-4	1-2	<1	0.0*
> 4	> 2	≥ 1	Remove and replace at Contractor's expense

*Paving shall be suspended until necessary adjustments are made and approved by the Contract Administrator.

(c) Density:

- (i) Density testing shall be conducted at least once every 150 m². The Contract Administrator shall ensure that the density tests cover the full width of the construction area.
- (ii) An area is deemed unacceptable if the compaction does not meet all of the following:
 - i. The average density results shall be between 93% and 95% of the theoretical maximum density; and,
 - ii. No individual location shall be less than 90% or higher than 98% of the theoretical maximum density.
- (iii) Nuclear density test gauge results shall be used to assess in-place density. When density test results do not meet the minimum percent density specified herein, a coring and testing program can be undertaken to verify density percentage of the mix by Core Density Testing. If core density results confirm the Nuclear density results, the Contractor shall reimburse the City for any additional costs associated with coring, transmittal of cores, filling of cores and testing the City incurs as a result of failed tests.
- (iv) The Contract Administrator shall apply a payment adjustment in accordance with Table CW 3410.17 against the entire lot represented by the failed test(s).

TABLE CW 3410.17 – Payment Adjustment for Density

Average of the Density Tests	Percent of Price Reduction %
> 98%	Remove and replace at Contractor's expense
97.9% to 97.1%	0%*
97% to 93%	0%

92.9% to 90%	0%*
< 90%	Remove and replace at Contractor's expense

*Paving shall be suspended until necessary adjustments are made and approved by the Contract Administrator.

(d) Segregation and Surface Defects

- (i) Surface defects include but are not limited to: gouges, slippage, cracking, tearing, pocketing, blistering, shoving, wash boarding, surface depressions or surface defects shall be repaired to the satisfaction of the Contract Administrator.

(e) Asphalt Thickness:

- (i) A Lot is deemed unacceptable if the asphalt thickness does not meet all of the following:
- i. The average thickness is less than the required thickness; and,
 - ii. No individual thickness shall be less than 90% of the required thickness.
- (ii) The Contract Administrator shall apply a payment adjustment in accordance with Table CW 3410.19 against the entire Lot represented by the insufficient thickness.

TABLE CW 3410.19 – Payment Adjustment for Pavement Thickness

Average Thickness	Percent of Price Reduction %
Less than specified thickness but more than 90% of specified thickness	0.0*
Less than 90% of specified thickness	Remove and replace at Contractor's expense

*Paving shall be suspended until necessary adjustments are made and approved by the Contract Administrator.

MEASUREMENT AND PAYMENT

E29.35 Construction of Asphalt Pavement

- E29.35.1 Construction of asphalt pavement will be measured and paid for at the Contract Unit Price per tonne for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

Items of Work:

- (a) Construction of Main line Paving (*)
 - (b) Construction of Tie-ins and Approaches (*)
- * Specify either MS1, MS2, SP1, or SP2

- E29.35.2 The weight to be paid for shall be the total number of tonnes placed and compacted in accordance with this Specification and accepted by the Contract Administrator, as measured on a certified weigh scale.

E29.36 Construction of Asphalt Patches

- E29.36.1 Construction of asphalt patches will be measured and paid for at the Contract Unit Price per square meter for "Construction of Asphalt Patches", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this Specification.

E30. INSTALLATION OF STREET LIGHTING AND ASSOCIATED WORKS

E30.1 DEFINITIONS

LIMITS OF APPROACH means the shortest distance that is permissible between live high voltage (>750 volts) conductors or apparatus and any part of a worker's body, material or tools being handled, or equipment operated.

MANITOBA HYDRO CENTRAL STORES means Manitoba Hydro's Waverley Service and Reclaim Centre - 1840 Chevrier Blvd - Winnipeg, Manitoba

OVERHEAD FEED means an electrical supply via an overhead conductor connected between streetlight standards. Typically strung between standards on a temporary basis.

OVERHEAD SOURCE means an electrical supply from Manitoba Hydro's system. (Typically, an overhead conductor from a wooden distribution pole or a DIP/RISER located on a wooden distribution pole.)

RECLAIM material means existing material that has been removed from Manitoba Hydro's system and to be returned to Manitoba Hydro.

SCRAP material means existing material that has been removed from Manitoba Hydro's system and to be recycled/disposed of by the Contractor.

SURPLUS material means new material that has been requisitioned by the Contractor and not incorporated into the Work at the end of the Contract.

WORK CLEARANCE means an ELECTRICAL AND/OR NATURAL GAS FACILITIES LOCATE form (see SAMPLE ONLY included as Appendix J) issued by each of Manitoba Hydro's Customer Service Centre (CSC) affected to permit Work to commence (Permit to work).

E30.2 DESCRIPTION

- E30.2.1 The Work shall consist of the supply of all supervision, labour, materials (except as indicated under MATERIAL SUPPLIED BY MANITOBA HYDRO below) insurance, tools, backfill and equipment (and their maintenance), transportation, fuel, oil, meals and lodging, mobilization and de-mobilization, and warranty of workmanship as required to install and remove temporary Overhead Feeds, remove existing street light poles as required, install new street light poles and associated underground cables/conduits, all in accordance with the requirements specified in the tender documents.

E30.3 WORK LOCATIONS

- E30.3.1 The proposed street light installation and removals are shown on construction drawings and are as follows:
- (a) Blossom Bay from McDowell Drive to McDowell Drive

E30.4 COORDINATION OF WORK

- E30.4.1 The Contractor shall provide a minimum of ten (10) working days notice to Manitoba Hydro prior to the start of construction. The Work shall be conducted and coordinated with Manitoba Hydro in a manner to ensure street lighting is maintained at all times for the duration of the Work. The construction drawings provide the Proposed Sequence of Construction.
- E30.4.2 The Contractor shall obtain Work Clearance from Manitoba Hydro's Customer Service Centre(s) (CSC) affected prior to the Work commencing. No additional compensation shall be paid to the Contractor for delays obtaining Work Clearance for any reason.
- E30.4.3 Manitoba Hydro's CSC will provide the Limits of Approach applicable to the Contractor on the Work Clearance form.

E30.5 ORIENTATION

- E30.5.1 Prior to the commencement of the proposed Work, the Contractor's crew foremen, electricians, and other key personnel shall attend one (1) day of orientation provided by Manitoba Hydro for various operations such as cable handling, cable splicing/termination, installation of street light poles, concrete bases, luminaires and various other construction standards and procedures. The Contractor will be responsible for all costs associated with personnel salaries, travel, sustenance and overheads, etc., during training.

E30.6 PRE-CONSTRUCTION MEETING

- E30.6.1 Prior to the commencement of the Work, the Contractor shall attend a pre-construction meeting with Manitoba Hydro. The agenda for this meeting shall include but not be limited to the following:

- (a) Reference the Contractor's Safe Work Procedures;
- (b) Prime Contractor;
- (c) materials;
- (d) sequence of construction;
- (e) communication plan;
- (f) any training requirements & qualifications;
- (g) Drawing and Project review;
- (h) a review of the Contractor's proposed work schedule; and
- (i) any and all other topics of clarification that the Contractor and the Contract Administrator may wish to discuss.

- E30.6.2 The Contractor's cost to attend this pre-construction meeting shall be incorporated into the unit prices for the Work.

E30.7 QUALIFICATIONS AND CERTIFICATION

- E30.7.1 The Contractor's Crew Foreman, installers and other key Contractor's Personnel shall possess the necessary certification, licensing, training, experience and familiarity with safety rules, procedures and hazards relating to the Work. Journeyman Power Line Technician (PLT), Journeyman Lineman, Journeyman Cableman or Journeyman Electricians shall be required to perform portions of this Work.
- E30.7.2 Journeyman Power Line Technician (PLT), Journeyman Cableman and Journeyman Lineman are also required to possess a "Limited Specialized Trade Licence – 'M-P' Licence – Power Line" issued by the Province of Manitoba.
- E30.7.3 Office of the Fire Commissioner Bulletin OFC 18 – 002 dated May 23, 2018 regarding Electrician Licenses discusses the requirements for a "Limited Specialized Trade Licence – 'M-P' Licence – Power Line".

For more information contact:
Office of the Fire Commissioner
500-401 York Avenue
Winnipeg, Manitoba R3C 0P8
Tel. 204-945-3373
Fax 204-948-2089
Toll Free: 1-800-282-8069
firecomm@gov.mb.ca

- E30.7.4 Licensed Journeyman Electricians or Journeyman PLT or Journeyman Cableman or Journeyman Lineman ARE REQUIRED for all cable handling operations included but not limited to: disconnecting cables in the handhole, installation and removal of temporary overhead feeds, installation and connection of ground rods, streetlight cable splices,

termination of streetlight cables in handholds and at luminaires. The Contractor shall employ sufficient qualified personnel on its crews to conform to the Electrician's Licensing Act. The Contractor shall be prepared to provide proof of licences to Manitoba Hydro upon request.

- E30.7.5 The Contractor shall assess the hazards associated with the Work and have documented Safe Work Procedures to perform the Work. It is the Contractor's responsibility to train employees on these procedures. The Contractor shall be prepared to provide proof of training to Manitoba Hydro upon request.

E30.8 REFERENCED STANDARD CONSTRUCTION SPECIFICATIONS

- E30.8.1 In addition to these Specifications, the Work to be performed by the Contractor relative to the installation and/or replacement of street lighting poles, concrete bases and associated cabling shall be in accordance with the following:

- (a) Manitoba Hydro 66kV and Below Standards;
- (b) CSA C22.3 No. 7 (latest edition);
- (c) Canadian Electrical Code (CEC) Part 1 (latest edition); and
- (d) Any other applicable codes
- (e) (collectively, the "Standards")

- E30.8.2 Revisions and updates to the Manitoba Hydro 66kV and Below Standards are issued periodically and the latest issued version of the Standard will apply. For the convenience of the Contractor for bidding purposes, excerpts of the Manitoba Hydro 66kV and Below Standards have been included as Appendix G.

- E30.8.3 In some cases, Municipal, Provincial or Federal laws or this Technical Specification may be more stringent than the CSA Standards. Whenever conflict exists, the Contractor shall comply with the most stringent requirements applicable at the place of the Work.

E30.9 TOOLS, EQUIPMENT AND MATERIALS

- E30.9.1 The Contractor shall be required to provide all tools and equipment required for performing the specified tasks. Equipment shall be in good operating condition, shall be properly maintained using original equipment manufacturer replacement parts and shall be provided with letters of testing/inspection from the manufacturer when requested. Where the equipment is provided as a kit with multiple parts and tools, the kit shall be complete with all parts required to perform the designed task. Contractor fabricated tools or equipment will not be accepted for use.

- E30.9.2 The Contractor shall obtain the following specific Electrical Equipment including but not limited to:

- (a) Compression tool or tools and associated dies to perform compressions to a maximum size of 1/0 AL (MD-6 compression tools shall not be used).
- (b) Approved compression tools are:

Manufacture	Type	Model No.	Range
Burndy	In-line, battery	PATMD68-14V	350 Kcmil AL
Cembre	In-line, battery	B54Y (06V081E)	4/0 AWG AL
Burndy	Pistol, battery	BUR PAT60018V	350 Kcmil AL

- E30.9.3 Dies shall be of the type shown in Standard CD210-21 and CD 210-24 only, must have identical markings, and compression tool die must match die number stamped on connector.

- (a) Modiewark Model #4444 or Fluke 1AC-II Volt Alert potential Indicator
- (b) Voltage meter – Fluke model #T3C

(c) Insulated wire cutters – used for cutting cable ends square.

E30.9.4 Alternative equipment manufacturers may be considered upon request by the Contractor and shall be approved for use by Manitoba Hydro prior to use.

E30.9.5 Manitoba Hydro may reject any tools or equipment that do not appear to be in good condition or fail to successfully provide the required function.

E30.10 MATERIAL SUPPLIED BY MANITOBA HYDRO

E30.10.1 Manitoba Hydro shall supply all street light poles, concrete bases, breakaway bases, luminaires, street light arms, ground rods, compression sleeves, grommets, nuts, electrical cables, conduits, relays, cable guards, Gel-caps and all other materials noted in the Standards. The Contractor shall sign receipts indicating the location on which the materials are to be used. The material shall be picked up by the Contractor from the following locations:

E30.10.2 Manitoba Hydro Central Stores (contact personnel will be provided to the successful Contractor).

E30.10.3 Materials requested will be supplied to the Contractor by Manitoba Hydro upon presentation of Manitoba Hydro's Stores Material Order Form. The Contractor shall assume all responsibilities for the loading, unloading, transportation, proper handling, secure storage and working of the materials and shall make replacements at its own expense in case any material is damaged, stolen or lost due to improper handling, storage or poor workmanship.

E30.10.4 The Contractor shall, at the time of materials release, check and confirm the quantity of materials. Shortages, discrepancies, or damages to materials shall be immediately reported in writing to Manitoba Hydro.

E30.10.5 After commencing performance of the Work, the Contractor shall continually monitor all material required for the timely completion of the Work and shall report additional material requirements to Manitoba Hydro a minimum of 72 hours prior to materials being required to perform the Work. No additional compensation shall be paid as a result of delays due to material shortages where additional material requirements were not reported a minimum of 72 hours prior to being required for the Work on an active project.

E30.11 MATERIAL SUPPLIED BY CONTRACTOR

E30.11.1 The Contractor shall be responsible to furnish gravel, sand, ¾" down limestone, ¼" down limestone, protective hose (i.e. typically 2" fire hose), duct seal and pit-run material for backfilling around street light poles and around cables as per the Standards. The cost of furnishing the above listed materials shall be incorporated into the unit prices for the Work.

E30.12 SURPLUS, RECLAIM AND SCRAP MATERIAL

E30.12.1 Upon completion of the Work, the Contractor shall, at its own expense, deliver to Manitoba Hydro Central Stores, all Surplus materials furnished by Manitoba Hydro and not used in the Work, regardless of the location of said material at that time.

E30.12.2 In addition, the Contractor shall, at its own expense, deliver to Manitoba Hydro Central Stores all Reclaim materials from the Work specifically HPS luminaires. Manitoba Hydro shall be responsible for the proper disposal of Reclaim HPS luminaires. The HPS bulb shall remain installed and unbroken in the Reclaim luminaire. The Contractor shall handle the Reclaim luminaires with care and shall avoid breaking the bulb or refractor.

E30.12.3 Manitoba Hydro's preference is to recycle as much Scrap Material as practicable. The Contractor is responsible to remove the Scrap Material, transport to the recycler or Manitoba Hydro approved disposal site, pay for any disposal fees and may retain any recycling value.

E30.13 DE-ENERGIZATION AND LOCKOUT

E30.13.1 **Manitoba Hydro** - Where a standard is supplied from an Overhead Source, Manitoba Hydro's staff shall be responsible to disconnect and isolate the street light standard or standards between the standard and Overhead Source. Some street light standards may be temporarily fed from an Overhead Source. This Overhead Source shall be disconnected and removed by Manitoba Hydro staff prior to commencing with the Work. The streetlight circuits will not be Locked Out by Manitoba Hydro.

E30.13.2 **The Contractor** - The Contractor shall assess the hazards associated with the Work and employ its own Safe Work Procedure for the Work to be performed. The Contractor's Safe Work Procedure shall include provisions that the street light circuits will not be Locked Out by Manitoba Hydro. The Contractor's Safe Work Procedure shall achieve Lock Out or techniques equivalent to Lock Out.

E30.13.3 The Contractor shall complete a job planning form (an example is included as Appendix K) on a daily basis before any Work commences and provide Manitoba Hydro with copies of the job plans if requested.

E30.14 TEMPORARY OVERHEAD FEEDS

E30.14.1 Manitoba Hydro in consultation with the Contractor will determine if temporary lighting will be provided by the existing street lights or from the new street lights.

E30.14.2 When using the existing poles for temporary lighting, Manitoba Hydro shall remove an Overhead Source in accordance with DE-ENERGIZATION AND LOCKOUT section above, prior to the Contractor installing a #4 duplex overhead conductor between the existing poles. The #4 duplex overhead conductor will normally be attached to the tenon of the davit arm near the luminaire with a pre-form grip. Older poles may require a spool insulator be attached to the pole using a pre-form grip to support the #4 duplex overhead conductor. A short length of 2C/#12 copper conductor is connected to the terminals of the luminaire brought out and connected to the #4 duplex overhead conductor. The final span to the Overhead Source shall be installed by Manitoba Hydro.

E30.14.3 When using the new poles for temporary lighting, the Contractor shall install the new bases, poles and #4 duplex overhead conductor. The #4 duplex overhead conductor will be attached to the tenon of the davit arm near the luminaire with a pre-form grip. A short length of 2C/#12 copper conductor is connected to the terminals of the luminaire brought out and connected to the #4 duplex overhead conductor. The final span to the Overhead Source shall be installed by Manitoba Hydro.

E30.14.4 All material used to provide the temporary overhead feed shall be returned to Manitoba Hydro. Care shall be taken to coil and tag Reclaim conductor for reuse. If used, insulators shall be handled carefully to prevent breakage.

E30.15 SAFE EXCAVATION

E30.15.1 The Work shall be performed in accordance with the requirements of Manitoba Hydro's Safe Excavation and Safety Watch Guidelines (latest revision) included as Appendix H and Manitoba Workplace Safety and Health Regulation 217 latest revision.

E30.16 SAFE HANDLING

E30.16.1 The Contractor shall apply handling techniques in accordance with Manitoba Workplace Health and Safety Regulation 217 (latest revision).

E30.17 ELECTRIC CABLES AND CONDUITS

- (a) The Contractor shall use diligent care and proper equipment in handling of all cables, so as not to injure the jacket and avoid gouging, kinking, scratching or abrading the cables. If any material is damaged to any extent, the Contractor shall repair the damages at its own expense, in a manner approved by Manitoba Hydro or will be charged the full cost of the damaged items.
- (b) Cable reels shall not be dropped and must be handled and placed/stored in an upright position at all times and shall not be laid flat for any purpose or reason. Cable reels shall

be adequately supported on hard surface to prevent the reel from sinking into the ground that can cause undue stress on the cables. Cable reels should be inspected for damages prior to use. If a cable reel is found to be defective, such defect shall be reported immediately to Manitoba Hydro.

- (c) The Contractor shall place all material and string the cables in such a manner as to cause the least interference with normal use of the land, street or roadway. All material shall be unloaded in a manner to preserve its condition, prevent loss and/or theft and permit easy access for Manitoba Hydro's inspection.
- (d) The Contractor shall provide Manitoba Hydro's inspector sufficient opportunity, in the sole discretion of Manitoba Hydro, to inspect the Work.

E30.18 PRECAST CONCRETE BASES

- E30.18.1 The Contractor shall handle, store, transport and unload the precast concrete bases in a manner to prevent damage to the threaded bolts and conduit casing.
- E30.18.2 Precast Concrete Bases are extremely heavy. Approximate weight of pre-cast concrete bases are found in the Standards. The Contractor shall only use equipment rated for such weight.

E30.19 STREET LIGHT POLES AND ARMS

- E30.19.1 The Contractor shall handle, store, transport, and provide proper load securement for the poles and arms in a manner to prevent damage.

E30.20 LUMINAIRES

- E30.20.1 The Contractor shall handle, store, transport and unload the luminaires in their original packaging and in a manner to prevent damage.

E30.21 SMALL MATERIAL

- E30.21.1 Photo electric cells, shorting caps, shims, nut covers and associated supplies shall be kept in a suitable warehouse provided by the Contractor at its own expense. Photo electric cells shall be transported and stored in such a manner as to prevent breakage.

E30.22 CARE OF MATERIALS

- E30.22.1 The Contractor shall assume all responsibilities of all the materials and shall replace, at its own expense, any materials damaged, stolen or lost due to improper handling or poor workmanship.

E30.23 WIRE AND CABLE REEL STORAGE

- E30.23.1 Cable reels shall be stored with the flanges upright and resting on a hard surface. At temporary storage sites where the soil may be soft, preservative-treated plywood sheets may be used to keep the flanges from sinking into the ground.
- E30.23.2 If cable reels must be pancaked or stored on their side in vertical racks, do not lift the reel by the top flange. Spacers (two 2 X 4s placed wide side up) should be placed under the bottom flange and between the reels in order to create a space to insert the forks and lift the reels without damaging the cable.

E30.24 REEL HANDLING

- E30.24.1 When off-loading reels from a truck, reels shall be lowered using a hydraulic gate, hoist or forklift truck. When a reel is rolled from one point to another, care must be taken to see that the reel does not straddle objects such as rocks, pipes, curbs or wooden blocks which could damage the cable or protective covering. A reel should always be rolled on hard surfaces to avoid sinkage and in the opposite direction to the cable wraps to ensure that the reel is rolled in such a direction as to tighten the cable on the reel.

- E30.24.2 When using a hoist, install a mandrel through the reel arbour hole and attach a sling. Use a spreader bar approximately 6 inches longer than the overall reel width placed between the sling ends just above the reel flanges. This will prevent bending of the reel flanges and damage to the cable.
- E30.24.3 If a forklift is used to move a reel, the reel is to be approached from the flange side. Position the forks such that the reel is lifted by both reel flanges. The lift forks shall not contact the cable.
- E30.24.4 Returnable reels shall be returned promptly to Manitoba Hydro Central Stores and in no case later than three (3) days after the completion of the Work unless otherwise mutually agreed between the Contractor and Manitoba Hydro.
- E30.25 PRESSURIZED WATER/VACUUM EXCAVATION**
- E30.25.1 Pressurized water/vacuum excavation (PW/VE) shall be used to daylight all buried utilities and structures where excavation by other mechanical means would be expected to provide a physical risk to that utility or structure.
- E30.25.2 The Work shall be performed in accordance with the requirements of Manitoba Hydro's Safe Excavation and Safety Watch Guidelines (latest revision) included as Appendix H.
- E30.26 REMOVAL STREET LIGHT POLE FROM EXISTING BASE**
- E30.26.1 This shall include all Work required to remove a street light pole from an existing base as set forth in this Technical Specification. The pole may be on an existing precast concrete base, steel power installed screw base or poured in place concrete base.
- E30.26.2 The Contractor shall furnish all labour, supplies and materials (except as indicated in the Section "MATERIAL SUPPLIED BY MANITOBA HYDRO") necessary for the removal of the street light pole from the existing base. Care shall be taken to preserve the luminaire. The luminaire shall be reinstalled on the new street light pole or returned to Manitoba Hydro's stores as instructed by the Manitoba Hydro.
- E30.26.3 The Contractor shall be responsible to transport all Surplus and Reclaim materials to Manitoba Hydro Central Stores and transport and dispose of all Scrap material as set forth in this Specification.
- E30.27 REMOVAL OF BASE AND DIRECT BURIED STREET LIGHT POLE**
- E30.27.1 This shall include all excavation, whether by auger, pressurized water/vacuum excavation, by hand, or by other methods which may be necessary to remove a base or direct buried street light pole. The base may be poured in place concrete, steel power installed or precast concrete.
- E30.27.2 The Contractor shall be responsible to transport all Surplus and Reclaim materials to Manitoba Hydro Central Stores and transport and dispose of all Scrap material as set forth in this Specification.
- E30.27.3 The Contractor is responsible to supply all backfill material as specified in the Standards and carry out all backfill, compacting and leveling of all excavations and voids for removed bases and direct buried street light poles so as to be ready for top soil and seed or sod or as directed by Manitoba Hydro.
- E30.28 INSTALLATION OF FOUNDATION - CONCRETE BASE**
- E30.28.1 This shall include all excavation, whether by auger, pressurized water/vacuum excavation, by hand, or by other methods which may be necessary to replace or install a concrete base as set forth in this Specification.
- E30.28.2 The Contractor shall furnish all labour, supplies and material (except as indicated in the Section "MATERIAL SUPPLIED BY MANITOBA HYDRO") necessary to install a new or replace a concrete base. Excavation for the precast concrete base shall be to a diameter

and depth specified in Standard CD 300-6. All excess material is to be removed by the Contractor.

E30.28.3 The concrete base shall be set on a bed of $\frac{3}{4}$ " down limestone. The concrete base backfill material shall be compacted in lifts no more than 150 mm. Backfill material shall be $\frac{3}{4}$ " down limestone. Compacting of backfill material shall be done using a hydraulic tamper. Alternative tamping methods shall be approved by Manitoba Hydro. Underground cables entering the concrete base shall be protected by a length of protective hose supplied by the Contractor and a layer of sand surrounding the cables to protect it from the limestone. The concrete base shall be installed level in all 4 directions. Final grade must be established prior to installing the concrete bases.

E30.28.4 The completed backfill shall be at least equal in compaction to undisturbed soil, as required by the Municipal authorities or elsewhere in this Specification. The Contractor shall level all excavations.

E30.28.5 Should settlement occur in the excavation and cause a depression in the surface, the Contractor shall repair the surface. Placing of additional backfill material due to settlement shall be at the Contractor's expense.

E30.28.6 The concrete base shall be oriented in the proper direction to allow the easy entrance of the underground cables into the plastic pipe preinstalled in the concrete base. Care shall be taken to prevent damage to the insulation or jacket of the conductors. The cable shall be left long enough to extend one (1) metre beyond the top of the hand hole.

E30.29 BASE MOUNTED STREET LIGHT POLES

E30.29.1 This shall include all Work required to install the street light pole on the concrete base as set forth in this Specification.

E30.29.2 The Contractor shall furnish all labour, supplies and material (except as indicated in the Section "MATERIAL SUPPLIED BY MANITOBA HYDRO") necessary for the installation of the pole (straight shaft or davit) on the concrete base.

E30.29.3 Unless otherwise specified on the construction drawings, the Contractor shall orient the poles so that the hand hole is on the left side of the pole when viewed from the road. A worker should be able to see oncoming traffic when working in the hand hole.

E30.29.4 The Contractor shall level the street light pole in all 4 directions. Leveling shims may be used.

E30.29.5 Tightening of bolts shall be performed in a manner that brings the surfaces up evenly. All nuts shall be tightened and torqued in accordance with Standard CD 300-9. The Contractor shall install the nut covers included with the pole.

E30.29.6 Unless otherwise specified, excess underground cable and 2C-12 wire shall be left inside the hand hole with the hand hole cover loosely installed.

E30.29.7 Existing street light poles may have street signs attached. The Contractor shall remove the signs from the existing pole and temporarily reattach the signs to the new pole. The Contractor shall notify Manitoba Hydro of the location where the signs have been removed.

E30.30 LUMINAIRES AND ASSOCIATED WIRING

E30.30.1 The Contractor shall furnish labour, supplies and material (except as indicated in the Section "MATERIAL SUPPLIED BY MANITOBA HYDRO") necessary to install the luminaire and associated wiring. Unless otherwise specified, the luminaire shall be installed with a tilt of zero (0) degrees. The Contractor shall install a length of 2 conductor No. 12 gauge (2C-12) wire from the terminals of the luminaire, through the arm (if applicable), down the pole to the hand hole. One (1) metre of 2C-12 wire shall be left at the hand hole. Impact equipment (air or electric) shall not be used to tighten luminaire mounting bolts. The Contractor shall be liable for damage due to over tightening.

E30.30.2 The Contractor shall verify the luminaire voltage matches the source voltage as shown on the construction drawings. If luminaire voltage does not match the source voltage, the

Contractor shall re-wire the luminaire in accordance with the wiring diagram provided.
NOTE: Not applicable for LED luminaires.

- E30.30.3 As specified on the construction drawings, the luminaire will require either a photo electric cell (PEC) or shorting cap installed. When installing the PEC the eye shall be oriented north. The Contractor shall also install the appropriate wattage bulb in the luminaire.
NOTE: Bulb installation not applicable for LED luminaires.

E30.31 BREAK AWAY BASES

- E30.31.1 Break away bases shall be installed in accordance with Standard CD 300-10. The height of the concrete base above grade shall not exceed 50mm. The surface of the concrete base shall be flat and level. A reaction plate shall be installed between the concrete base and the break-away base.
- E30.31.2 The Contractor shall torque the couplers in accordance with Standard CD 300-10. Impact tools shall not be used to tighten or torque couplers or nuts associated with a break away base.

E30.32 SPLICING/CONNECTING CABLES

- E30.32.1 The electric cable shall be spliced/terminated as per Standards CD 215-12, CD 215-13, CD 310-1, CD 310-4, CD 310-9 and CD 310-10 with the exception that the Contractor will use a GELCAP-SL-2/0 splice kit (See Appendix I). Termination in the hand hole may include the installation of an inline fuse holder.
- E30.32.2 The Contractor shall furnish all labour, supplies and material (except as indicated in the Section "MATERIAL SUPPLIED BY MANITOBA HYDRO") necessary to splice/terminate the street light conductor(s).

E30.33 EXCAVATION

- E30.33.1 The Contractor shall furnish all labour, supplies and material (except as indicated in the Section "MATERIAL SUPPLIED BY MANITOBA HYDRO") necessary for the completion and maintenance of grade and line of the street light cables and conduit including water control if found to be necessary. The trench shall be graded to conform to the street light cables and conduit so that the street light cables and conduit rest firmly on a smooth surface throughout its length. All stones or other objects which, in the opinion of Manitoba Hydro might damage the street light cable jacket and conduit shall be removed. Where the presence of rock or other condition prevent a satisfactory bed for the cables, 150 mm of well-tamped, clean soil or ¼" down crushed limestone shall be placed in the bottom of the trench. In this case, the spoil bank from trenching operations shall not be allowed to fall into the trench or mix with the soil to be used in backfilling the trench. Loose debris or foreign matter and the spoil bank shall be placed so as not to hinder drainage, damage property, or obstruct traffic.
- E30.33.2 Trenches shall be dug to such a depth that will provide a minimum cover of 600 mm from final grade in sodded areas and 1000 mm in roadways in accordance with Standard CD 305-1.

E30.34 LAYING CABLES

- E30.34.1 Cables are to be lowered in the trench in an orderly fashion so as to maintain a consistent path and straight alignment. All cables shall be lowered in a continuous run (NO SPLICING) and in accordance with the construction drawings; and shall maintain the necessary separation, where required. All cables shall be of continuous runs and capped and sealed if they are not being installed in the pole at that time. Cables shall not be dragged over paved surfaces.
- E30.34.2 Once a cable is cut its ends must be sealed immediately with an approved and appropriately sized, heat shrink or cold shrink sealing cap to prevent moisture ingress unless the cable is being installed in the pole at that time.

- E30.34.3 During the removal of the cable, the reels shall be placed on jacks, stands or trailers with a bar through the arbour holes which will allow the reel to be turned easily, and the cable to be paid out. Cables can be paid out from the bottom or the top of the reel. Cable in coils shall be handled in a similar manner. This can be achieved by supporting the coil in a vertical plane and rotating it by hand as the cable is carefully uncoiled. The cable shall never be pulled over the flange of a reel, or pulled off the side of a coil, since this will introduce a twist in the cable.
- E30.34.4 During installation, under no circumstance is the cable to be subjected to a bending radius tighter than that detailed in the Standards.
- E30.34.5 Where specified in the Standards or on the construction drawings, the Contractor shall install the street light cable in a conduit.
- E30.35 INSTALLING CONDUIT AND CABLE BY BORING (HORIZONTAL DIRECTIONAL DRILLING)
- E30.35.1 The Contractor shall dig the approaches and openings necessary to install boring equipment, and the boring equipment used shall be of such a nature as to minimize the opening size required. The boring equipment shall produce a straight hole without unnecessary dips or bends. The bore hole shall be only slightly larger than the outside diameter of the conduits or cables to minimize possible settlement. Cables and conduits shall be pulled in with pulling eyes or using a kelling grip in a manner so as to guard against damage.
- E30.35.2 During construction as the drill bit crosses each existing facility a lookout shall be assigned by the Contractor to visually confirm the drill bit is maintaining a minimum 300 mm clearance from the existing facility all in accordance with Manitoba Hydro Safe Excavation and Safety Watch Guidelines (latest revision) included as Appendix H. Maximum pulling tensions on any streetlight cable shall be limited to 2.9 kN/0.65 kips.
- E30.35.3 Drilling fluids and associated waste materials shall be disposed of in a manner that minimizes environmental effects.
- E30.35.4 The Contractor shall properly compact the backfill material and will be responsible for placing additional material should settlement occur for the duration of the warranty period.
- E30.36 BURIED UTILITY CROSSINGS
- E30.36.1 All buried obstructions are not necessarily shown on the reference drawings and the locations of those indicated are approximate only.
- E30.36.2 The Contractor shall determine the location of all buried obstructions and shall notify the appropriate authorities and obtain all necessary permits prior to excavation, trenching and directional drilling near or across such obstructions. All buried obstructions where the new buried cable route crosses other utilities including but not limited to gas, water, sewer, telephone and electric lines shall be exposed as per each utilities guidelines by the Contractor, including the use of Pressurized Water/Vacuum Equipment (PW/VE) where necessary. Should any damage occur to such lines during the course of the Work, the Contractor shall be responsible for the damage and the costs of repairs to buried obstructions caused by its operations and shall fully indemnify the City of Winnipeg and Manitoba Hydro from and against all claims arising out of such damage. Manitoba Hydro Safe Excavation and Safety Watch Guidelines (latest revision) included as Appendix H shall be followed when crossing natural gas pipelines and electrical cables by the directional boring method.
- E30.36.3 The PW/VE technique, used to expose underground plant in certain conditions, must be performed in accordance with each utility's requirements, including but not limited to Manitoba Hydro, Manitoba Telecom Services, Shaw Cable, etc. PW/VE costs that the Contractor will incur during the Work must be factored into the Contractor's bid prices. The Contractor shall not be entitled to extra compensation for the use of PW/VE on the Work.

- E30.36.4 The Contractor shall be responsible to supply all backfill material and carry out all backfill, compacting and leveling of all excavations so as to be ready for topsoil and seed or sod or as directed by Manitoba Hydro.

E30.37 BENDING CABLES/CONDUITS AND INSTALLATION INTO STANDARDS

- E30.37.1 It is desired to reduce to a minimum the required number of bends and to lay the cables/conduits to conform to the contour of the ground and maintain a normal covering. This shall be accomplished by cutting the trench slightly deeper in approaches to road crossings and drainage ditches. It is intended that the Contractor shall eliminate unnecessary bending by operating the trenching machine at various depths rather than by finishing grading the trench by hand whenever practical.
- E30.37.2 Sharp bends of the cables/conduits shall be avoided at all times. All bends shall meet the requirements set out in this Specification. If excessive bending was exerted on any cable, the cable shall be replaced at the Contractor's cost. During installation, under no circumstance is the cable to be subjected to a bending radius tighter than that detailed in the Standards. At street light poles the Contractor shall install the ends of the cables into the plastic pipe preinstalled in the concrete base. Care shall be taken to prevent damage to the insulation or jacket of the conductors. Underground cables entering the concrete base shall be protected by a length of protective hose supplied by the Contractor and by a layer of sand surrounding the cables to protect it from the limestone. The cable shall be left long enough to extend one (1) metre beyond the hand hole. The street light cable in the trench shall be installed in conduit for mechanical protection and the ends sealed with duct seal supplied by the Contractor. Care shall be taken to prevent damaging the cable where it exits the conduit. The conduit shall only be installed into the concrete base if conduit sizes make it practicable.
- E30.37.3 Unless otherwise directed, excess underground cable and 2C-12 wire shall be left inside the hand hole with the hand hole cover loosely installed.

E30.38 BACKFILL

- E30.38.1 All backfilling material within 300 mm of the cables/conduits shall be clean, free of sod, vegetation, organic material, stones or other debris, and of a consistency as to not create significant voids or air spaces around the cables/conduits. Other backfilling material shall be free of stones greater than 150 mm on their maximum dimension. Where cinders or very acid soil are encountered or where gravel or incompressible fill is required by Municipal authorities, ¼" down crushed limestone shall be placed all around the cables for a depth of at least 300 mm. The completed backfill shall be at least equal in compaction to undisturbed soil or as directed by Manitoba Hydro. Backfill material is to be placed and compacted in lifts not exceeding 300 mm. All excess material is to be removed by the Contractor.
- E30.38.2 Tamping or flushing methods must be used where necessary to give the required compaction. Where tamping is used, hand tampers shall be used to at least 300 mm above the cable before machine tamping may be used. The Contractor shall level all excavations so as to be ready for topsoil and seed or sod or as directed by the Manitoba Hydro. Should settlement occur in the excavation and cause a depression in the surface, the Contractor shall repair the surface to the satisfaction of the Manitoba Hydro at the Contractor's cost.
- E30.38.3 Excavations remaining where poles have been removed shall be backfilled with spoil, pit run gravel or ¾" down limestone and compacted in lifts of 150mm as directed by Manitoba Hydro. The top 300 mm of the excavation shall be backfilled with topsoil.
- E30.38.4 Excavations remaining where utility crossings have been exposed shall be backfilled with sand or clean spoil and compacted in lifts of 150mm. The top 300 mm of the excavation shall be backfilled with topsoil.
- E30.38.5 Backfill of all excavations shall be in accordance with City of Winnipeg Standard Construction Specification CW 2030 (latest revision), to the satisfaction of the authority having jurisdiction and Manitoba Hydro.

E30.39 DEFECTIVE WORK & WARRANTY

- E30.39.1 If any portion of the Work fails to comply with the requirements of this Specification, fails within the Warranty period, or if the final tests prove or indicate the existence of any fault or defect in the Work, or any part thereof, Manitoba Hydro may forthwith re-execute or make good the faulty or defective Work or alter the same to make it comply with requirements of the Specification at the Contractor's expense. Manitoba Hydro shall give the Contractor notice together with particulars of such failure, fault or defect, Manitoba Hydro's cost to re-execute or make good the faulty or defective Work and the Cost shall be deducted from the Contract.
- E30.39.2 At the completion of the Work for each location, Manitoba Hydro shall prepare and issue a Network Commissioning Report, a sample of which is included as Appendix L, to the Contractor. The Network Commissioning Report shall be dated indicating the commencement of the Warranty period for the Work performed at the location.

E30.40 AS-BUILT DRAWING

- E30.40.1 The Contractor shall provide an as-built drawing or mark-up drawing to Manitoba Hydro which accurately displays the "as-built" location of the buried street light cables, conduits and street light davits. Any changes of these items shall be clearly dimensioned to property line, and/or the original proposed location.
- E30.40.2 Additional information to be included on the drawing, at each davit location: luminaire manufacturer, manufacturing date, wattage and serial number, along with the corresponding serial number of the davit upon which it is installed. As-built drawing submissions shall include the date the drawing was completed, name of the drafter and drawing reviewer.
- E30.40.3 As-Built drawing submission package shall be received by Manitoba Hydro for review and acceptance prior to final energization of any newly installed infrastructure.

E30.41 MEASUREMENT AND PAYMENT

- E30.41.1 Removal of 25' to 35' street light pole and precast, poured in place concrete, steel power installed base or direct buried including davit arm, luminaire and appurtenances
- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Removal of 25' to 35' street light pole and precast, poured in place concrete, steel power installed base or direct buried including davit arm, luminaire and appurtenances". The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including removal of the pole, base, luminaire, appurtenances, use of pressurized water/vacuum excavation, transportation of Reclaim, Surplus and Scrap material, payment of associated disposal fees and all other items incidental to the Work included in the Specification.
- E30.41.2 Removal of 45' street light pole and precast, poured in place concrete, steel power installed base or direct buried including davit arm, luminaire and appurtenances
- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Removal of 45' street light pole and precast, poured in place concrete, steel power installed base or direct buried including davit arm, luminaire and appurtenances". The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including removal of the pole, base, luminaire, appurtenances, use of pressurized water/vacuum excavation, transportation of Reclaim, Surplus and Scrap material, payment of associated disposal fees and all other items incidental to the Work included in the Specification.
- E30.41.3 Installation of Conduit and #4 AL C/N or 1/0 AL Triplex Streetlight Cable in Conduit by Open Trench Method

- (a) This pay item will be measured on a linear metre basis and paid for at the Contract Unit Price per linear metre for "Installation of Conduit and #4 AL C/N or 1/0 AL Triplex streetlight cable in Conduit by open trench method." The number of meters to be paid for at the Contract Unit Price shall be measured and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including installation of the conduit, pulling cable into the conduit, backfilling the trench, buried utility crossings, use of pressurized water/vacuum excavation and all other items incidental to the Work included in the Specification.
- E30.41.4 Installation of 50 mm Conduit by Boring Method complete with Cable Insertion (#4 AL C/N or 1/0 AL Triplex)
- (a) This pay item will be measured on a linear metre basis and paid for at the Contract Unit Price per linear metre for "Installation of 50 mm conduit or conduits by boring method complete with cable insertion (#4 AL C/N or 1/0 AL Triplex)." The number of meters to be paid for at the Contract Unit Price shall be measured and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including installation of 50mm conduit or conduits by boring method, inserting the #4 AL C/N or 1/0 AL Triplex streetlight cable into the conduit(s), buried utility crossings, use of pressurized water/vacuum excavation and all other items incidental to the Work included in the Specification.
- E30.41.5 Installation of cable (#4 AL C/N or 1/0 AL Triplex) by boring method.
- (a) This pay item will be measured on a linear metre basis and paid for at the Contract Unit Price per linear metre for "Installation of cable(s) (#4 AL C/N or 1/0 AL Triplex) by boring method." The number of meters to be paid for at the Contract Unit Price shall be measured and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including installation of the cable or cables by boring method, buried utility crossings, use of pressurized water/vacuum excavation and all other items incidental to the Work included in the Specification.
- E30.41.6 Installation of 25'/35' Pole, Davit Arm and Precast Concrete Base Including Luminaire and Appurtenances
- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Installation of 25'/35' pole, davit arm and precast concrete base including luminaire and appurtenances." The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including installation of the pole, davit arm, base, luminaire, appurtenances, placing the cable(s) into the base, use of pressurized water/vacuum excavation and all other items incidental to the Work included in the Specification.
- E30.41.7 Installation of 45' Pole, Davit Arm and Precast Concrete Base Including Luminaire and Appurtenances
- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Installation of 45' pole, davit arm and precast concrete base including luminaire and appurtenances." The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including installation of the pole, davit arm, base, luminaire, appurtenances, placing the cable(s) into the base, use of pressurized water/vacuum excavation and all other items incidental to the Work included in the Specification.
- E30.41.8 Installation of One (1) 10' Ground Rod at Every Third Street Light, at the End of a Street Light Circuit or Anywhere Else as Shown on the Design Drawings. Trench #4 Ground Wire up to 1 m From Rod Location to New Street Light and Connect (Hammerlock) to Top of Ground Rod
- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for "Installation of one (1) 10' ground rod at every third street light, at the end of a street light circuit or anywhere else as shown on the design drawings. Trench #4

ground wire up to 1 m from rod location to new street light and connect (hammerlock) to top of the ground rod.” The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including install one (1) 10’ ground rod, trench the #4 ground wire to the new streetlight pole, connect (hammerlock) ground wire to rod and all other items incidental to the Work included in the Specification.

E30.41.9 Installation of Lower 3 m of Cable Guard, Ground Lug, Cable Up Pole, and First 3 M Section of Ground Rod Per Standard CD 315-5

- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for “Install/lower 3 m of Cable Guard, ground lug, cable up pole, and first 3 m section of ground rod per Standard CD 315-5”. The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including installing the lower section of cable guard, ground lug, ground rod, coiling cable(s) up the pole and all other items incidental to the Work included in the Specification.

E30.41.10 Installation and Connection of Externally-Mounted Relay and PEC Per Standards CD 315-12 and CD 315-13

- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for “Installation and connection of externally-mounted relay and PEC per Standards CD 315-12 and CD 315-13”. The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including mounting the relay, PEC, wiring as per the schematic and all other items incidental to the Work included in the Specification.

E30.41.11 Termination of 2/C #12 Copper Conductor to Street Light Cables Per Standard CD310-4, CD310-9 or CD310-10

- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for “Terminate 2/C #12 copper conductor to street light cables per Standard CD310-4, CD310-9 or CD310-10”. The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including connection of the 2/C # 12 copper conductor to the #4 C/N or 1/0 Al Triplex cable(s) using a GELCAP-SL-2/0 splice kit and all other items incidental to the Work included in the Specification.

E30.41.12 Splicing #4 AL C/N or 2 Single Conductor Street Light Cables

- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for “Splicing #4 Al C/N or 2 single conductor street light cables”. The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including splicing the #4 AL C/N or 2 single conductor cables in accordance with Standard CD 215-12 and CD 215-13 and all other items incidental to the Work included in the Specification.

E30.41.13 Splicing 1/0 AL Triplex Cable or 3 Single Conductor Street Light Cables

- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for “Splicing 1/0 AL triplex cable or 3 single conductor street light cables”. The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including splicing the 1/0 Al triplex cable or set of 3 single conductor cables in accordance with Standard CD 215-12 and CD 215-13 and all other items incidental to the Work included in the Specification.

E30.41.14 Installation of Break-Away Base and Reaction Plate on Base-Mounted Poles up to 35’

- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for “Installation of break-away base and reaction plate on base mounted poles

up to 35””. The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including installation of the reaction plate, break-away base and all other items incidental to the Work included in the Specification.

- E30.41.15 Installation of Overhead Span of #4 Duplex Between New or Existing Streetlight Poles and Connect Luminaire to Provide Temporary Overhead Feed
- (a) This pay item will be measured on per span basis and paid for at the Contract Unit Price per span for “Installation of Overhead Span of #4 duplex Between New or Existing Streetlight Poles and Connect Luminaire to Provide Temporary Overhead Feed”. The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including attachment of the #4 duplex overhead conductor using a perform grip (c/w spool insulator(s) to davit arm if necessary), sagging conductor, connection of luminaire using 2C#12 copper conductor and all other items incidental to the Work included in the Specification.
- E30.41.16 Removal of Overhead Span of #4 Duplex Between New or Existing Streetlight Poles to Remove Temporary Overhead Feed
- (a) This pay item will be measured on a per span basis and paid for at the Contract Unit Price per span for “Removal of Overhead Span of #4 duplex Between New or Existing Streetlight Poles to Remove Temporary Overhead Feed”. The number of units to be paid for at the Contract Unit Price shall be verified and accepted by the Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including removal of the #4 duplex overhead conductor, spool insulator(s) and all other items incidental to the Work included in the Specification.
- E30.41.17 Expose Underground Cable Entrance of Existing Streetlight Pole and Install New Streetlight Cable(s).
- (a) This pay item will be measured on a unit basis and paid for at the Contract Unit Price per unit for “Expose Underground Cable Entrance of Existing Streetlight Pole and Install New Streetlight Cable(s)”. The number of units to be paid for at the Contract Unit Price shall be verified and accepted by Manitoba Hydro. The Price shall be payment in full for performing all operations herein described including excavation and exposure of the underground cable entrance by any means necessary including use of pressurized water/vacuum excavation, installation of the new streetlight cables(s), backfill, compaction and all other items incidental to the Work included in the Specification.