



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 17-2026**

**2026 REGIONAL AND LOCAL STREET RENEWAL PROGRAM – MCPHILLIPS  
STREET SOUTHBOUND AND ARLINGTON STREET**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 2026 Regional and Local Street Renewal Program – McPhillips Street Southbound and Arlington Street

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 11, 2026.
- 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. SITE INVESTIGATION**

- B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.
- B3.2 The Bidder is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Bid or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

### **B4. ENQUIRIES**

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.
- B4.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

## **B6. ADDENDA**

B6.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Tender, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B6.4 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.

B6.5 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.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in 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.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base 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 B18.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
  - (c) Form G1: Bid Bond and Agreement to Bond.
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 13 of Form A: Bid/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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.
- B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.
- B10.6 Form B: Prices is organized into Parts: Part 1 of the Work and Part 2 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 and Part 2.

## **B11. DISCLOSURE**

- B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B11.2 The Persons are:
- (a) N/A

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

- B12.1** Further to C3.3, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B12.2** Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:
- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Bidder's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of 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.
- B12.3** In connection with their Bid, each entity identified in B12.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the Tender process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4** Without limiting B12.3, the City may, in 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.
- B12.5** Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in 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 B12.4 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.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

### **B13. QUALIFICATION**

B13.1 The Bidder shall:

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

B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B13.5 and C6.19)

B13.4 Further to B13.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available at [https://www.winnipeg.ca/matmgt/Safety/safety\\_consultant.stm](https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm).

- B13.5 Further to B13.3(d), the Bidder acknowledges that 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.
- B13.6 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.
- B13.7 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.

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

- B14.1 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/>.
- B14.2 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 B14.2(a).
- B14.3 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 B18.1(a).
- B14.4 Bonds passing the verification process will be treated as original and authentic.
- B14.4.1 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.
- B14.5 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.
- B14.6 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.

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

- B15.1 Bids will not be opened publicly.

- B15.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B15.3 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](http://www.merx.com).
- B15.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B15.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

**B16. IRREVOCABLE BID**

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

**B17. WITHDRAWAL OF BIDS**

- B17.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

**B18. EVALUATION OF BIDS**

- B18.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B7.
- B18.2 Further to B18.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B18.2.1 Any bid with an apparent imbalance between the unit prices in Part 1 and Part 2 may be determined to be non-responsive and rejected by the Award Authority in their sole discretion, acting reasonably.
- B18.3 Further to B18.1(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.
- B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

- B18.4.1 Further to B18.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B18.4.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.
- B18.4.3 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

**B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with 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.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2025-11-01) 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

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

- (a) Part 1 – City Funded Work
- (b) Part 2 – Federally and Provincially Funded Work.

##### **Part 1 – City Funded Work**

D2.2 Part 1 – City Funded Work shall consist of:

- (a) Asphalt Reconstruction and Associated Works
  - (i) Arlington Street from Inkster Boulevard to Enniskillen Avenue
- (b) Sewer Repairs and Associated Works
  - (i) Arlington Street from Inkster Boulevard to Enniskillen Avenue

##### **Part 2 – Federally and Provincially Funded Work**

D2.3 Part 2 – Federally and Provincially Funded Work shall consist of:

- (a) Asphalt Mill and Fill and Associated Works
  - (i) McPhillips Avenue from Emes Road to North Point Boulevard

D2.4 The major components of the Work are as follows:

- (a) Asphalt Reconstruction and Associated Works
  - (i) Abandon existing catch basins and drainage inlets;
  - (ii) Installation of catch basins and sewer service pipes;
  - (iii) Installation of manhole;
  - (iv) Installation of new 300mm combined sewer;
  - (v) Removal of existing sidewalk;
  - (vi) Removal of existing curb as required;
  - (vii) Renewal of existing concrete sidewalk as required;
  - (viii) Removal of existing pavement;
  - (ix) Excavation;
  - (x) Compaction of existing sub-grade;
  - (xi) Placement of wicking geogrid composite (E20);
  - (xii) Insulation of water mains;
  - (xiii) Installation of sub drains;
  - (xiv) Placement and compaction of sub-base material;
  - (xv) Placement and compaction of base course material;
  - (xvi) Construction of 150mm concrete pavement (reinforced);
  - (xvii) Construction of barrier curb and reversed gutter for asphalt pavement (SD-200B), utilizing slip-form paving equipment;
  - (xviii) Construction of barrier curb for asphalt pavement (SD-200A);
  - (xix) Construction of modified barrier curb for asphalt pavement (SD-203C);

- (xx) Construction of lip curb for asphalt pavement (SD-202E);
  - (xxi) Construction of curb ramp for asphalt pavement (SD-229F);
  - (xxii) Renewal of existing curb as required;
  - (xxiii) Placement and compaction of suitable site material as backfill behind barrier curb and reversed gutter;
  - (xxiv) Placement and compaction of 50mm granular B behind barrier curb and modified barrier curb for asphalt pavements;
  - (xxv) Grading of boulevards;
  - (xxvi) Placement and compaction of topsoil;
  - (xxvii) Placement of asphalt pavement (Type MS2, 60mm thickness);
  - (xxviii) Installation of pavement repair fabric at gutter inlets and manholes (SD-220E and SD-220G);
  - (xxix) Placement of asphalt pavement (Type MS1, 50mm thickness);
  - (xxx) Placement of asphalt pavement tie-ins (Type MS2 and MS1); and
  - (xxxi) Placement of sod.
- (b) Sewer Repairs and Associated Works
- (i) Pre-construction sewer and sewer service video inspection;
  - (ii) External point repair of existing sewer main;
  - (iii) Sewer service reconnection;
  - (iv) Install new manhole and connect to existing sewer;
  - (v) Post construction sewer and sewer service video inspection.
- (c) Asphalt Mill and Fill and Associated Works
- (i) Asphalt pavement removal;
  - (ii) Re-grading existing ditch and side slopes;
  - (iii) Excavation;
  - (iv) Sub-grade compaction;
  - (v) Placement of geotextile fabric;
  - (vi) Preparation of existing shoulder;
  - (vii) Placement and compaction of sub-base material;
  - (viii) Placement of geogrid;
  - (ix) Placement and compaction of base course material;
  - (x) Milling existing asphalt pavement (1-50mm);
  - (xi) Full depth concrete repairs of existing slabs and joints (200mm reinforced);
  - (xii) Asphalt patching;
  - (xiii) Renewal of existing curb as required;
  - (xiv) Renewal of existing concrete bull-nose;
  - (xv) Construction of 150mm concrete pavement (reinforced);
  - (xvi) Construction of modified barrier curb;
  - (xvii) Grading of boulevards;
  - (xviii) Placement of asphalt pavement (Type MS1);
  - (xix) Placement and compaction of topsoil; and
  - (xx) Hydroseeding

**D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

Geoff Kerr, C.E.T.  
Technologist III

Telephone No. 204-794-4357

Email Address GKerr@Winnipeg.ca

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

**D4. CONTRACTOR'S SUPERVISOR**

D4.1 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.

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

**D5. FURNISHING OF DOCUMENTS**

D5.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

**SUBMISSIONS**

**D6. AUTHORITY TO CARRY ON BUSINESS**

D6.1 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.

**D7. SAFE WORK PLAN**

D7.1 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.

D7.2 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>

D7.3 Notwithstanding B13.4 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.

## **D8. INSURANCE**

D8.1 The Contractor shall provide and maintain the 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, Manitoba its ministers, officers, employees and agents and Canadian Pacific Railway and its associated or affiliated companies to be added as additional insureds, with a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability, sudden and accidental pollution liability, and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period. Such evidence of insurance to state that it does not exclude operations on or in the vicinity of the railway right of way;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks Installation Floater carrying adequate limits to cover all supplies and/or materials intended to enter into and form part of any installation;
- (d) Property insurance for all mobile offices, portable toilets, machinery and equipment;
- (e) Such evidence of insurance listed above shall be primary and not excess of any other insurance that may be available;
- (f) Contractors pollution liability insurance in the amount of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate covering third party injury and property damage claims, including clean up costs and transported cargo as a result of pollution conditions arising from the Contractors operations and completed operations. Such policy shall name the City and Manitoba, its ministers, officers, employees and agents as additional insureds and remain in place for a minimum of twelve (12) months following Total Performance.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 All subcontractors performing work on the project shall provide the contractor with evidence of insurance as outlined in D8.1 (a) and (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work. The contractor shall provide the Contract Administrator with evidence of the same prior to the commencement of any work by the subcontractor.

D8.4 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D8.5 The Contractor shall provide:

- (a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg  
Risk Management  
Insurance Section  
185 King Street, 3<sup>rd</sup> Floor  
Winnipeg, MB R3B 1J1

- (b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract prior to the commencement of any Work on the Site.

D8.6 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

## D9. CONTRACT SECURITY

D9.1 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.

D9.1.1 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/>

D9.1.2 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 D9.1(b).

D9.1.3 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.

D9.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D9.2 The Contractor shall provide:

- (a) the required Contract Security to:

The City of Winnipeg  
Legal Services Department  
185 King Street, 3<sup>rd</sup> Floor  
Winnipeg, MB R3B 1J1

- (b) The Contract Administrator with copies of the required Contract Security.

within seven (7) Calendar Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.

D9.3 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 D9.1(b); and  
(b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

#### **D10. SUBCONTRACTOR LIST**

D10.1 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.

#### **D11. DETAILED WORK SCHEDULE**

D11.1 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.

D11.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work; and  
(b) a Gantt chart for the Work based on the C.P.M. schedule  
all acceptable to the Contract Administrator.

D11.3 Further to D11.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

#### **D12. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN**

D12.1 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.

D12.2 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.
- D12.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D12.4 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
- D12.5 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.
- D12.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D12.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D12.8 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**

### **D13. COMMENCEMENT**

- D13.1 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.
- D13.2 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 D6;
    - (ii) evidence of the workers compensation coverage specified in C6.17;
    - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
    - (iv) the Safe Work Plan specified in D7;
    - (v) evidence of the insurance specified in D8;
    - (vi) evidence of the contract security specified in D9;
    - (vii) the subcontractor list specified in D10;
    - (viii) the detailed work schedule specified in D11;

- (ix) the Requirements for Site Accessibility Plan specified in D12; and
  - (x) the direct deposit application form specified in C12.20.
- (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.

D13.3 The Contractor shall not commence the Work on the Site before May 11, 2026, and shall commence the Work on Site no later than May 19, 2026, as directed by the Contract Administrator and weather permitting.

D13.4 The City intends to award this Contract by May 1, 2026.

D13.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

#### **D14. WORKING DAYS**

D14.1 Further to C1.1(xx);

D14.1.1 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.

D14.1.2 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.

D14.1.3 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.

D14.1.4 Saturdays and Sundays will be considered a Working Day if the Contractor is working on Site and the Contract Administrator determines that the Contract Administrator or their designated staff are required to be on site.

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

D15.1 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.

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

D16.1 Further to C6.26, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the Contractor's execution of work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

D16.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Geomatics Branch – various works on survey monuments;;
- (b) City of Winnipeg Water and Waste – manhole and feedermain inspections;
- (c) City of Winnipeg Forestry – tree inspections;
- (d) Canadian Pacific Railway – flagging, and access to rail right of way.

D16.3 Further to D16.1 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 D16.2 or additional parties, in their construction schedule as per D11 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

## D17. SEQUENCE OF WORK

D17.1 Further to C6.1, the sequence of work shall comply with the following:

D17.1.1 The Work on Arlington Street from Inkster Boulevard to Enniskillen Avenue will be divided into two stages:

- (a) **Stage 1** – Arlington Street from Inkster Boulevard to Back Lane South of McAdam Avenue, Station 1+05 – 3+50.
  - (i) The Contractor shall complete all Work as outlined in D2.4(a).
  - (ii) The Contractor shall always maintain private approach access.
  - (iii) The Contractor shall construct temporary private approach access to #685 Matheson Avenue as shown in Appendix 'D' – Temporary Traffic Control Signage Drawings.
  - (iv) Immediately following the completion on the asphaltic concrete works of Stage 1, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris, other than that left by the City or other Contractors.
- (b) **Stage 2** – Arlington Street from Back Lane South of McAdam Avenue to Enniskillen Avenue, Station 3+50 – 7+11.
  - (i) All Work related to Stage 1 must be completed and approved by the Contract Administrator prior to Work commencing on Stage 2.
  - (ii) The Contractor shall complete all Work as outlined in D2.4(a).
- (c) **Stage 3** – Canadian Pacific Rail right-of-way sidewalk renewal.
  - (i) All Work related to stage 1 and approved by the Contractor Administrator shall be completed prior to Work commencing on Stage 3.
  - (ii) All Work related to sidewalk renewals as specified in D2.4(a), within Canadian Pacific Rail right-of-way shall be completed in two (2) consecutive working days.

D17.1.2 The Work on McPhillips Street Southbound from Emes Road to North Point Boulevard will be divided into two stages.

- (a) **Stage 1** – West lane and West shoulder from Emes Road to North Point Boulevard (Station 1+00 – 23+95).
  - (i) The Contractor shall complete all Work as outlined in D2.4(c).
  - (ii) The Contractor shall always maintain private approach access for Residents and Business(s) other than during milling and paving operations.
- (b) **Stage 2** – East lane and East shoulder from Emes Road to North Point Boulevard (Station 1+00 – 23+95).
  - (i) The Contractor shall complete all Work as outlined in D2.4(c).
  - (ii) The Contractor shall maintain access through intersections other than during milling and paving operations.

D17.1.3 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.

## **D18. CRITICAL STAGES**

- D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Arlington Street Stage 3 – Canadian Pacific Rail right-of-way sidewalk renewal.
    - (i) The Contractor shall complete all Work related to sidewalk renewals as specified in D2.4(a) within the Canadian Pacific Rail right-of-way, in two (2) Working Days.
- D18.2 When the Contractor considers the Work associated with D18.1 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.
- D18.3 The date on which the D18.1 Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of D18.1 has been achieved.

## **D19. SUBSTANTIAL PERFORMANCE**

- D19.1 The Contractor shall achieve Substantial Performance within eighty-five (85) consecutive Working Days of the commencement of the Work as specified in D13.
- D19.2 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.
- D19.3 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.

## **D20. TOTAL PERFORMANCE**

- D20.1 The Contractor shall achieve Total Performance within ninety (90) consecutive Working Days of the commencement of the Work as specified in D13.
- D20.2 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.
- D20.3 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.

## **D21. LIQUIDATED DAMAGES**

- D21.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – Five thousand dollars (\$5,000.00);
  - (b) Total Performance – One thousand three hundred dollars (\$1,300.00).
  - (c) Arlington Street Stage 3 Canadian Pacific Rail right-of-way – Three thousand three hundred and fifty-two dollars (\$3,352.00).

D21.2 The amounts specified for liquidated damages in D21.1 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.

D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D22. SCHEDULED MAINTENANCE**

D22.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Sod Maintenance as specified in CW 3510;
- (b) Seed Maintenance as specified in CW 3520, and E16;
- (c) Reflective Crack Maintenance as specified in CW 3250.

D22.2 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**

### **D23. JOB MEETINGS**

D23.1 Regular weekly job meetings will be held at the Site or location agreed to by the Contract Administrator and the Contractor. These meetings shall be attended by a minimum of one representative of the Contract Administrator, and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, 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.

D23.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### **D24. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D24.1 Further to C6.27, 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).

### **D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D25.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

## **PAYMENT**

### **D26. PAYMENT**

### **D27. FUEL PRICE ADJUSTMENT**

D27.1 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.

D27.1.1 Eligible Work will be determined in accordance with D27.5.

D27.1.2 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.

D27.1.3 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.

D27.1.4 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.

D27.2 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.

D27.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within  $\pm 15\%$  of the BFI.

D27.4 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.

D27.5 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 "B" identified on Form B: Prices related to Water & Waste Work.

## WARRANTY

### D28. WARRANTY

D28.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter for asphalt mill and fill Works, and two (2) years thereafter for asphalt pavement reconstruction Works, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D28.2 Notwithstanding C13.2 or D28.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

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

D28.2.1 In such case the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

## **THIRD PARTY AGREEMENTS**

### **D29. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS**

- D29.1 Funding for the Work of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and the applicable terms of C24 shall apply.

## **INDEMNITY**

### **D30. INDEMNITY**

- D30.1 Indemnity shall be as stated in C17.

**FORM J: SUBCONTRACTOR LIST**  
 (See D10)

2026 REGIONAL AND LOCAL STREET RENEWAL PROGRAM – MCPHILLIPS STREET SOUTHBOUND  
 AND ARLINGTON STREET

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
<b>SURFACE WORKS:</b>		
<b><u>Supply of Materials:</u></b>		
Wicking Geogrid Composite		
Sub-Base Material		
Base Course Material		
Concrete		
Asphalt		
Pavement Repair Fabric		
Topsoil and Sod		
Hydro Seeding		
Joint Sealant		
<b><u>Installation and Placement:</u></b>		
Wicking Geogrid Composite		
Sub-Base Material		
Base Course Material		
Concrete		
Asphalt		
Pavement Repair Fabric		
Topsoil and Sod		
Hydro Seeding		
Joint Sealant		

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
<b>UNDERGROUND WORKS</b>		
<b><u>Supply of Materials:</u></b>		
Pre-Cast Concrete Catch Basin, Catch Pit, Manhole and Concrete Risers		
Sewer Service Pipe, Drainage Connection Pipe and Sewer Pipe		
Catch Basin/Catch Pit/Manhole Frames, Covers, Curb Inlet Frames and Lifter Rings		
Watermain Valve/Service Boxes		
<b><u>Installation and Placement</u></b>		
Pre-Cast Concrete Catch Basin, Catch Pit, Concrete Risers and Flat Top Reducers		
Sewer Service Pipe and Drainage Connection Pipe		
Catch Basin/Catch Pit/Manhole Frames, Covers, Curb Inlet Frames and Lifter Rings		
Watermain Valve/Service Boxes		

## 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 B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
	Cover Sheet	A1
SE-26-600	Arlington Street from Sta. 1+00 – 2+20	A1
SE-26-601	Arlington Street from Sta. 2+20 – 3+30	A1
SE-26-602	Arlington Street from Sta. 3+30 – 4+60	A1
SE-26-603	Arlington Street from Sta. 4+60 – 5+80	A1
SE-26-604	Arlington Street from Sta. 5+80 – 7+11	A1
SE-26-605	McPhillips Street from Sta. 1+00 – 2+20	A1
SE-26-606	McPhillips Street from Sta. 2+20 – 3+40	A1
SE-26-607	McPhillips Street from Sta. 3+40 – 4+60	A1
SE-26-608	McPhillips Street from Sta. 4+60 – 5+80	A1
SE-26-609	McPhillips Street from Sta. 5+80 – 7+00	A1
SE-26-610	McPhillips Street from Sta. 7+00 – 8+20	A1
SE-26-611	McPhillips Street from Sta. 8+20 – 9+40	A1
SE-26-612	McPhillips Street from Sta. 9+40 – 10+60	A1
SE-26-613	McPhillips Street from Sta. 10+60 – 11+80	A1
SE-26-614	McPhillips Street from Sta. 11+80 – 13+00	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
SE-26-615	McPhillips Street from Sta. 13+00 – 14+20	A1
SE-26-616	McPhillips Street from Sta. 14+20 – 15+40	A1
SE-26-617	McPhillips Street from Sta. 15+40 – 16+60	A1
SE-26-618	McPhillips Street from Sta. 16+60 – 17+80	A1
SE-26-619	McPhillips Street from Sta. 17+80 – 19+00	A1
SE-26-620	McPhillips Street from Sta. 19+00 – 20+20	A1
SE-26-621	McPhillips Street from Sta. 20+20 – 21+40	A1
SE-26-622	McPhillips Street from Sta. 21+40 – 22+60	A1
SE-26-623	McPhillips Street from Sta. 22+60 – 23+80	A1
SE-26-624	McPhillips Street from Sta. 23+80 – 24+00	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 B10, B18, 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 D12 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.
- (e) The Temporary Traffic Control Signage Drawings are contained in Appendix 'D'.

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 bear all costs associated with the replacement of the

regulatory signs and materials associated with them that are damaged, lost, or stolen, and are deemed avoidable by the Contract Administrator.

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.

E5.6 The Contractor shall be required to obtain approval for all lane closures through the City of Winnipeg Traffic Management Branch. The Contract Administrator shall be added as an additional contact on all lane closure requests.

## **E6. TRAFFIC MANAGEMENT**

E6.1 Further to 3.7 of CW 1130:

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

- (a) Arlington Street (Stage 1) from Inkster Boulevard to Back Lane South of McAdam Avenue
  - (i) Closed to all traffic: The Contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
  - (ii) Private approach access at #685 Matheson Avenue must be maintained at all times. Construct temporary access as shown on Appendix 'D' – Temporary Traffic Control Signage Drawings.
- (b) Arlington Street (Stage 2) from Back Lane South of McAdam Avenue to Enniskillen Avenue.
  - (i) Closed to all traffic: The Contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (c) McPhillips Street (Stage 1) from Emes Road to North Point Boulevard
  - (i) Maintain a minimum of one lane of southbound traffic at all times.
  - (ii) Intersecting local street and private approach access shall be maintained at all times unless joint/slab repairs or planing/paving operations require temporary closure.
  - (iii) Temporary closures are to be staggered such that consecutive intersections are not closed at the same time.
  - (iv) Flagging will be required at all intersection(s) during asphalt planning and paving operations.
- (d) McPhillips Street (Stage 2) from Emes Road to North Point Boulevard
  - (i) Maintain a minimum of one lane of southbound traffic at all times.
  - (ii) Intersecting local street and private approach access shall be maintained at all times unless joint/slab repairs or planing/paving operations require temporary closure.
  - (iii) Temporary closures are to be staggered such that consecutive intersections are not closed at the same time.
  - (iv) Flagging will be required at all intersections(s) during asphalt planning and paving operations.

E6.1.2 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.

- E6.1.3 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E6.1.4 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.
- E6.1.5 Temporary Traffic Control Signage Drawings are contained in Appendix 'D'.
- E6.1.6 Any proposed modifications to the construction staging and/or traffic managements plans outlined in the Contract Documents must be approved by the Contract Administrator.
- E6.1.7 Lane closures on McPhillips Street will require a Designated Construction Zone signage.

## **E7. REFUSE AND RECYCLING COLLECTION**

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

- E7.2 Collection Schedule:

### **Arlington Street from Inkster Boulevard to Enniskillen Avenue.**

*Collection Day(s):*                    **Thursday**  
*Collection Time:*                    **7:00 am**  
*Common Collection Area:*        **Front street collection**

### **McPhillips Street from Emes Road to North Point Boulevard.**

*Collection Day(s):*                    **Wednesday**  
*Collection Time:*                    **7:00 am**  
*Common Collection Area:*        **Front street collection**

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

## **E8. WATER OBTAINED FROM THE CITY**

- E8.1 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.

## **E9. SURFACE RESTORATIONS**

- E9.1 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.

## **E10. INFRASTRUCTURE SIGNS**

- E10.1 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

## **E11. SOFT EXCAVATION TO EXPOSE UNDERGROUND UTILITIES**

### DESCRIPTION

- E11.1 This Specification covers the soft excavation to expose underground utilities to determine the depth of the underground utility and whether it will interfere with installation of proposed Works on site.
- E11.2 These underground utilities include, but are not limited to, City of Winnipeg Traffic Signal cables, Manitoba Hydro cables, Manitoba Hydro gas pipes, MTS cables, existing sewers, existing watermains and feeder mains.

### MATERIALS

- E11.3 Backfill Material
- (a) Backfill material for backfill of shafts after hydro-excavation has been completed shall consist of sand in accordance with Specification CW 2030.

### CONSTRUCTION METHODS

- E11.4 Prior to commencement of any construction Works adjacent to underground utilities, the Contractor shall use soft digging or hand excavation to expose underground utilities.
- E11.5 Once the elevation of the top of pipe or duct has been determined the resulting excavation shall be backfilled with bedding sand to the elevation of existing ground.

### MEASUREMENT AND PAYMENT

- E11.6 Soft excavation to expose underground utilities will be considered incidental to the Work. No measurement and payment will be made within this section.

## **E12. VARIOUS CURB TYPES FOR ASPHALT PAVEMENT**

### DESCRIPTION

- E12.1 This Specification covers the construction of various curb types for asphalt pavement on Arlington Street from Inkster Boulevard to Enniskillen Avenue – Asphalt Pavement Reconstruction.

### GENERAL

- E12.2 Referenced Standard Construction Specifications
- (a) CW 3110 – Sub-grade, Sub-base and Base Course Construction
  - (b) CW 3170 – Earthwork and Grading
  - (c) CW 3310 – Portland Cement Concrete Pavement Works
- E12.3 Referenced Standard Detail Drawings
- (a) SD-200A – Barrier Curb for Asphalt Pavement (Appendix 'B')
  - (b) SD-200B – Barrier Curb and Reversed Gutter for Asphalt Pavement (Appendix 'B')
  - (c) SD-202E – 75mm Lip Curb for Asphalt Pavement (Appendix 'B')
  - (d) SD-203C – Modified Barrier Curb for Asphalt Pavement (Appendix 'B')
  - (e) SD-229F – Curb Ramp for Asphalt Pavement (Appendix 'B')

- (f) SD-220E – Barrier Curb and Gutter Inlet Isolation Detail for New Asphalt Pavements (Appendix 'B')
- (g) SD-220G – Manhole Isolation Detail for Asphalt Pavements (Appendix 'B')

#### CONSTRUCTION METHODS

- E12.4 Further to CW 3310, the contractor shall construct the various curb types for asphalt pavement as per the Standard Detail Drawings contained in Appendix 'B'.
- E12.5 Construction of Various Curb Types for Asphalt Pavement
  - E12.5.1 Place and compact sub-base material and base course material for roadway in accordance with CW 3110 and the cross sections shown on the Drawings.
  - E12.5.2 Construct barrier curb for asphalt pavement (180mm reveal ht) in accordance with SD-200A in Appendix 'B'.
    - (a) Place and compact 50mm sub-base material as backfill behind barrier and modified barrier curbs for asphalt pavement, within excavation limits and 150mm thick as directed by the Contract Administrator.
  - E12.5.3 Construct barrier curb and reversed gutter for asphalt pavement (180mm reveal ht) utilizing slip-form paving equipment in accordance with CW 3310 and SD-200B in Appendix 'B'.
  - E12.5.4 Construct lip curb for asphalt pavement (75mm reveal ht) at private approaches in accordance with SD-202E in Appendix 'B'.
  - E12.5.5 Construct modified barrier curb for asphalt pavement (180mm reveal ht) in accordance with SD-203C in Appendix 'B'.
    - (a) Place and compact 50mm sub-base material as backfill behind barrier and modified barrier curbs for asphalt pavement, within excavation limits and 150mm thick as directed by the Contract Administrator.
  - E12.5.6 Construct curb ramp for asphalt pavement (8-12mm reveal ht) at sidewalk ends in accordance with SD-229F in Appendix 'B'.
  - E12.5.7 Place and compact suitable site material as backfill behind curbs for asphalt pavement, within excavation limits and up to 100mm below top of curb to allow for topsoil and sod placement.
  - E12.5.8 Construct concrete isolations at manholes and at curb and gutter inlets for asphalt pavement in accordance with SD-220E and SD-220G in Appendix 'B'.

#### MEASUREMENT AND PAYMENT

- E12.6 Construction of various curb types for asphalt pavement will be measured on a length basis and paid for at the Contract Unit Price per meter of 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:**

- i. Construction of Type 2 Barrier Curb for Asphalt Pavement
  - ii. Construction of Type 2 Barrier Curb and Reversed Gutter for Asphalt Pavement
  - iii. Construction of Type 2 Lip Curb for Asphalt Pavement
  - iv. Construction of Type 2 Modified Barrier Curb for Asphalt Pavement
  - v. Construction of Type 2 Curb Ramp for Asphalt Pavement
- E12.6.1 Supply and placement of 50mm sub-base material as backfill shall not be included in the payment of Item I, and iv. listed here above and shall be measured and paid for separately as per Clause 6.6.2 of CW 3110.

- E12.6.2 Supply and placement of suitable site material as backfill shall not be included in the payment of Item i, ii, and iv, listed here above and shall be measured and paid for separately as per Clause 12.2 of CW 3170.
- E12.7 Construction of concrete isolations at manholes and at curb and gutter inlets for asphalt pavement shall be measured on a unit basis and paid for at the Contract Unit Price per each of "Construction of 150mm Type 2 Concrete Isolations". The number of units to be paid for will be the total number of concrete isolations constructed for asphalt pavement in accordance with this Specification, accepted and measured by the Contract Administrator.
- E12.7.1 Supply and installation of pavement repair fabric on concrete isolations at manholes and at curb and gutter inlets for asphalt pavements shall be considered incidental to the Work identified in E12.5.8 and shall be included in the payment for "Construction of 150mm Type 2 Concrete Isolations".

### **E13. SIDEWALK EXPANSION JOINTS**

#### DESCRIPTION

- E13.1 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.
- E13.2 Referenced Standard Details
- (a) SD-228AA Sidewalk Expansion Joints (Appendix 'B')

#### MATERIALS

- E13.3 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](https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Product_Surface_Works.pdf)
- E13.4 Expansion Joint Filler
- (a) Sidewalk expansion joints shall be a closed-cell expansion joint filler.
- E13.5 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. Or equivalent, approved by the Contract Administrator.
- (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  $\pm 5$  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

- E13.6 Install sidewalk expansion joints as detailed in SD-228D Sidewalk Expansion Joints.
- E13.7 Expansion joints shall be constructed and installed as indicated in the Contract Documents or directed by the Contract Administrator.

- E13.8 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.
- E13.9 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.
- E13.10 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.
- E13.11 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.
- E13.12 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.
- E13.13 When replacing heaved panels in an existing sidewalk, expansion joints shall be installed on both ends of the replaced panels.
- E13.14 Expansion joints shall not be installed when constructing monolithic curb and sidewalk.
- E13.15 Expansion joints shall be installed when installing separate concrete splash strip.

#### MEASUREMENT AND PAYMENT

- E13.16 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.

### **E14. BARRIER CURB AND ARCHED GUTTER INLET FRAME, BOX AND INLET COVER**

#### DESCRIPTION

- E14.1 General
- E14.1.1 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 Inlet 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).
- E14.2 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 'E').

#### MATERIALS

- E14.3 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

E14.4 Measurement and payment as per Clause 4.3 of CW 3210.

E14.5 Measurement and payment as per Clause 4.4 of CW 2130.

**E15. ASPHALT PAVEMENT WORKS**

E15.1 See Appendix 'C'.

**E16. HYDROSEED**

DESCRIPTION

E16.1 Further to CW 3520 this Specification covers the seed mix type and payment.

MATERIALS

E16.2 The seed mix shall be:

- (a) Seventy percent (70%) Fults or Nuttall's Alkaligrass (*Puccinellia* spp.).
- (b) Twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue.
- (c) Ten percent (10%) Perennial Ryegrass.

EQUIPMENT

E16.3 Scarification equipment shall be suitable for the area being scarified, shall be capable of scarifying the sub-grade to the specified depth and shall be accepted by the Contract Administrator. For confined areas a toothed bucket may be acceptable. For larger areas tilling equipment may be required.

CONSTRUCTION METHODS

E16.4 Preparation of Existing Grade

E16.4.1 Prior to placing topsoil, in areas to be seeded greater in width than 600mm, prepare the existing sub-grade by scarifying to a minimum depth of 75mm and to a maximum depth of 100mm to the satisfaction of the Contract Administrator.

E16.4.2 Scarification shall consist of breaking up and loosening the sub-grade.

MEASUREMENT AND PAYMENT

E16.5 Supply, placement and maintenance of Hydro Seed will be paid for at the Contract Unit Price per square metre for "Hydroseed", measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this specification. Payment for Hydro Seeding shall be in accordance with the following:

- (a) Fifty percent (50%) of quantity following supply and placement.
- (b) Remaining Fifty percent (50%) of quantity following termination of the Maintenance Period.

**E17. ASPHALT PATCHING OVER FULL DEPTH CONCRETE REPAIRS**

DESCRIPTION

E17.1 This Specification shall cover the Work of Constructing Asphalt Patching over Full Depth Concrete Repairs on streets to be resurfaced where the entire existing asphalt overlay is not removed.

MATERIALS

E17.2 Asphalt Materials

- (a) Asphalt Material will be Type MS1 supplied in accordance with Section 3 and 4 of 'Appendix C' Asphalt Pavement Works.

**E17.3 Tack Coat**

- (a) Refer to Appendix 'C'.

**CONSTRUCTION METHODS**

- E17.4 After completion and curing of the concrete repair, the concrete surface shall be thoroughly cleaned by air blowing to remove all loose material, dust and debris.

- E17.5 A uniform tack coat of emulsified asphalt shall be applied to the cleaned concrete surface prior to placement of asphalt.

- E17.6 Asphalt Type MS1 shall then be placed and compacted over the concrete repair area to match the existing milled asphalt surface. The asphalt thickness shall vary as required, ranging from 25 mm to 75 mm. Placement and compaction shall be performed in a manner that ensures a smooth, even surface suitable for final mainline paving operations.

- E17.7 Ensure that no traffic is allowed to cross the patched area until the asphalt has cooled to atmospheric temperature.

**MEASUREMENT AND PAYMENT**

- E17.8 Construction of Asphalt Patching over Full Depth Concrete Repairs will be measured on a weight basis and paid for at the Contract Unit Price per metric tonne for "Asphalt Patching over Full Depth Concrete Repairs". The weight to be paid for will be the total number of metric tonnes of asphalt placed and compacted in accordance with this specification, accepted, and measured by the Contract Administrator.

**E18. WICKING GEOGRID COMPOSITE**

**DESCRIPTION**

- E18.1 Further to CW 3130, this Specification covers the supply and installation of Wicking Geogrid Composite above the prepared subgrade on Arlington Street as shown in the Drawings and any other areas required that are requested by the Contract Administrator.

**MATERIALS**

- E18.2 Wicking Geogrid Composite will consist of a high stiffness isotropic extruded geogrid component bonded to a wicking non-woven geotextile, possessing wicking properties in multiple directions at zero hydraulic gradient.

- (a) Wicking Geogrid Composite Specifications: WickGrid™ or Equivalent.

Physical Property	Machine Direction	Cross-Machine Direction	Statistical Reporting	Test Method
<b>Geogrid Properties</b>				
Carbon Black Content	2%		TV	ASTM D 4218
Radial Stiffness @ 0.5% Strain, min	550 kN/m	550 kN/m	MARV	ASTM D 6637
Junction Efficiency, min	95%	95%	TV	ASTM D 7748
Aperture Size	30-40 mm		TV	Direct Measure
Flexural Rigidity, min	1,500,000		MARV	ASTM D 7748
U.V. Resistance, min	90% after 500 hours		MV	ASTM D 4355

<b>Wicking Geotextile Component Properties</b>			
Grab Tensile Strength, min	920 N	MARV	ASTM D 4632
CBR Puncture, min	2,400 N	MV	ASTM D 6241
Trapezoid Tear, min	400 N	MV	ASTM D 4533
Apparent Opening Size, max	0.08 mm	TV	ASTM D 4751
Permittivity, min	1.4 sec-1	MV	ASTM D 4491
Flow Rate, min	4,500 L/min/m2	TV	ASTM D 4491
Horizontal Wet-Front Movement, 983 minutes-@ Zero Gradient, min	3,000 mm	MV	ASTM C 1599 Modified
Maximum – Horizontal Wet-Front Velocity @ Zero Gradient	4,000 mm/hr	TV	ASTM C 1599 Modified
Contact Angle	0 Degrees	TV	ASTM D 7334
<b>Wicking Geogrid Composite</b>			
Bearing Capacity Improvement Factor, min	1.58	TV	AASHTO 1993 Modified <i>Determined from the Results of independent testing performed at University of Victoria, BC Canada – Publication ‘Geotextiles and Geomembranes Journal’ ‘Vol53, Issue4 (August 2025)</i>
Modulus Improvement Factor, min	2.74	TV	
Hydraulic Improvement Factor, min	1.88	TV	

#### CONSTRUCTION METHODS

- E18.3 Install as shown on the Contract Drawings and as per CW 3130.
- E18.4 Adjacent geogrid rolls shall be installed with 900mm overlap.

#### MEASUREMENT AND PAYMENT

- E18.5 The supply and Installation of the Composite Wicking Geogrid will be measured on an area basis (excluding overlap) and paid for at the Contract Unit Price per square metre for “Wicking Geogrid Composite”. The area to be paid for will be the total number of square metres of Composite Wicking Geogrid supplied and installed in accordance with this Specification, accepted and measured by the Contract Administrator.

### **E19. SUPPLY AND INSTALL WATERMAIN AND WATER SERVICE INSULATION**

#### DESCRIPTION

- E19.1 Notwithstanding 3.12 of CW 2110, this specification covers the supply and installation of insulation in roadway excavations over watermains and water services.
- E19.2 Referenced Standard Construction Specifications
- (a) CW 2030 – Excavation Bedding and Backfill
  - (b) CW 3110 – Sub-grade, Sub-base and Base Course Construction
- E19.3 Referenced Standard Details
- (a) SD-018 - Watermain and Water Service Insulation

## MATERIALS

E19.4 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"

E19.5 Sand Bedding:

- (a) In accordance with CW 2030

## CONSTRUCTION METHODS

- E19.6 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.
- E19.7 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.
- E19.8 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.
- E19.9 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.
- E19.10 Take appropriate measures to ensure panels are not displaced when installing geotextiles and during backfilling operations.

## MEASUREMENT AND PAYMENT

- E19.11 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 E19.6 will not be measured for payment and will be included in the payment for "Watermain and Water Service Insulation".

## **E20. NEW STANDARD CONSTRUCTION DETAILS**

E20.1 See Appendix 'B' for New Standard Construction Details.

## **E21. GROUTED STONE RIPRAP SPILLWAY**

### DESCRIPTION

E21.1 This Specification shall cover the operations relating to the construction of grouted stone riprap spillway. The Work to be done under this Specification shall include the furnishings 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 specified.

E21.2 Referenced Standard Construction Specifications and Detail Drawing:

- (a) CW 3110 – Subgrade, Sub-Base and Base Course Construction;
- (b) CW 3210 – Adjustment of Pavement and Boulevard Structures;
- (c) CW 3310 – Portland Cement Concrete Pavement Works;
- (d) CW 3615 – Riprap; and
- (e) Drawing Details; “Grouted Stone Riprap Spillway Section View” and “Grouted Stone Riprap Spillway Detail”.

#### CONSTRUCTION METHODS

E21.3 Construction of Grouted Stone Riprap Spillway.

- E21.3.1 Remove concrete curb and excavate area behind curb designated for the spillway.
- E21.3.2 Place base course and compact in accordance with the Drawing Details and Specification CW 3110.
- E21.3.3 Place reinforcing steel in accordance with the Detail Drawing and Section 9.2 of Specification CW 3310 or as specified by the Contract Administrator.
- E21.3.4 Place concrete in accordance with the Drawing Details and Specification CW 3310, with integral modified barrier curb.
- E21.3.5 Place grouted stone riprap in accordance with the Drawing Details and Specification CW 3615.

#### MEASUREMENT AND PAYMENT

E21.4 Construction of Grouted Stone Riprap Spillway.

- E21.4.1 Construction of reinforced concrete spillway will be measured on a lump sum unit basis and paid for at the Contract Unit Price per each for “Construction of Grouted Stone Riprap Spillway”. The number of units to be paid for will be the total number of Grouted Stone Riprap Spillway constructed in accordance with this Specification, accepted and measured by the Contract Administrator.
- E21.4.2 All costs for removal, excavation, compaction, base course material, reinforcing steel, concrete, geotextile separation fabric, riprap, superintendence and all other incidental items necessary to complete the Work described in this Specification will be included in payment for “Construction of Grouted Stone Riprap Spillway”.