



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 192-2026**

**2026 WILKES AVENUE ASPHALT REHABILITATION: PTH 100 TO HARSTONE  
ROAD**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices
- Form G1: Bid Bond and Agreement to Bond

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Furnishing of Documents	3

#### Submissions

D7. Authority to Carry on Business	3
D8. Safe Work Plan	3
D9. Insurance	3
D10. Contract Security	4
D11. Subcontractor List	5
D12. Detailed Work Schedule	5
D13. Requirements for Site Accessibility Plan	6

#### Schedule of Work

D14. Commencement	7
D15. Working Days	7
D16. Restricted Work Hours	8
D17. Work By Others	8
D18. Sequence of Work	8
D19. Substantial Performance	9
D20. Total Performance	9
D21. Liquidated Damages	10

D22. Scheduled Maintenance	10
<b>Control of Work</b>	
D23. Job Meetings	10
D24. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	10
D25. The Workplace Safety and Health Act (Manitoba) – Qualifications	11
<b>Payment</b>	
D26. Fuel Price Adjustment	11
<b>Warranty</b>	
D27. Warranty	12
<b>Indemnity</b>	
D28. Indemnity	12
Form J: Subcontractor List	13

## **PART E - SPECIFICATIONS**

<b>General</b>	
E1. Applicable Specifications and Drawings	1
E2. Mobilization and Demobilization Payment	2
E3. Geotechnical Report	3
E4. Protection Of Existing Trees	3
E5. Traffic Control	4
E6. Traffic Management	5
E7. Temporary Electronic Variable Message Signs	6
E8. Refuse and Recycling Collection	6
E9. Water Obtained From the City	7
E10. Surface Restorations	7
E11. Infrastructure Signs	7
E12. Topsoil and Hydroseed	7
E13. Preparation of Existing Shoulder	8
E14. Bench Cut Excavation	9
E15. Shoulder Edge Treatments	10
E16. Construction Layout and Grading	10
E17. Asphalt Pavement Works – Special Provision	11
E18. Rumble Strip	11
E19. Work Adjacent to Rail Right-of-Way	12
E20. Provisional Items	12
E21. Manitoba Hydro Utilities	12

Appendix 'A': Geotechnical Report

Appendix 'B': Phasing and Signage Figures

Appendix 'C': Asphalt Pavement Special Provision

Appendix 'D': Rumble Strip Specification and Details

Appendix 'E': Manitoba Hydro Utility Review

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2026 Wilkes Avenue Asphalt Rehabilitation: PTH 100 to Harstone Road

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 15, 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.
- B10.2 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.

## **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.
- B18.3 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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2026 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B18.
- B19.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of 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:

(a) Asphalt Mill and Fill Rehabilitation

- (i) Segment 1: Wilkes Avenue from PTH 100 (east off-ramp) to 400m west of Charleswood Road.
- (ii) Segment 2: Wilkes Avenue from 400m east of Charleswood Road to 200m east of Harstone Road.

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

(a) Asphalt Rehabilitation

- (i) Excavation of existing shoulder and ditch side slopes for shoulder widening.
- (ii) Bench cutting of existing slopes where required for shoulder widening.
- (iii) Placement of suitable materials to build up ditch slopes for shoulder widening.
- (iv) Placement of Granular A limestone base course to build up shoulders.
- (v) Planing of mainline asphalt (nominal 70mm, planing depth to be marked onsite).
- (vi) Planing of existing asphalt on existing paved shoulders, approaches, and intersections (nominal 40mm, planing depth to be marked onsite).
- (vii) Performing repairs to the planed asphalt surface as directed:
  - (i) Performing partial depth repairs including removal of the remaining asphalt pavement, excavation to depth directed, preparation of existing surface, placement of geogrid, supply and installation of Granular A 50mm Limestone sub-base (~150mm), supply and installation of Granular A base course, and placement of SP2 Asphalt pavement to match existing planed asphalt surface.
  - (ii) Removal of existing planed asphalt pavement to perform repairs to the asphalt and replacing the distressed asphalt with SP2 asphalt to match planed surface.
  - (iii) Performing crack sealing of select cracks in the planed asphalt and placing pavement repair fabric over the crack repairs on the planed surface.

- (viii) Placement of Super Pave 2 (SP2) asphalt in one lift (50-75mm but will vary to correct cross fall and longitudinal grade, depth to be marked onsite).
  - (ix) Placement of full width pavement repair fabric, including coverage of the paved shoulder widening.
  - (x) Placement of Super Pave 1 (SP1) asphalt in one lift (35-55mm) on mainline pavement including shoulder widening, and for overlaying existing paved shoulders.
  - (xi) Placement of MS3 asphalt in one lift for approach tie-ins (25-40mm)
  - (xii) Adjustment of manhole frame and covers.
  - (xiii) Grading of ditches (if required).
  - (xiv) Joint and crack sealing.
  - (xv) Installation of Limestone surfacing materials for shoulder edge treatment.
  - (xvi) Installation of Rumble Strips.
  - (xvii) Topsoil and Hydroseed.
  - (xviii) Supply, installation, programming and maintenance of Temporary Variable Message Boards.
- (b) Culvert Rehabilitation
- (i) Removal of damaged culverts.
  - (ii) Supply and installation of CSP culverts and couplers where directed.
  - (iii) Ditch and embankment works in vicinity of culvert renewals.
  - (iv) Associated road repair for culvert renewals.

### **D3. DEFINITIONS**

D3.1 When used in this Tender:

- (a) "**VMS**" means electronic Variable Message Sign;
- (b) "**HMA**" means Hot Mix Asphalt;
- (c) "**SP**" means Superpave and refers to either SP1 or SP2.

### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is KGS Group, represented by:

Steve Penner, Eng. L.  
Senior Project Manager  
Telephone No. (204) 896-1209  
Email Address spenner@kgsgroup.com

D4.2 At the pre-construction meeting, Steve Penner will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 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.

D5.2 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 D5.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

## **D6. FURNISHING OF DOCUMENTS**

- D6.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

- D7.1 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.

### **D8. SAFE WORK PLAN**

- D8.1 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.
- D8.2 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>
- D8.3 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.

### **D9. INSURANCE**

- D9.1 The Contractor shall provide and maintain the insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg and Manitoba, its Ministers, officers, employees and agents added as additional insureds, with a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile 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;
  - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
  - (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.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D9.4 All subcontractors performing Work on the Project shall provide the Contractor with evidence of insurance outlined in D8.1(a) and D8.1(b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work. The Contractor shall provide the Contract Administrator with evidence of same prior to the commencement of any Work by the Subcontractor.

- D9.5 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.

- D9.6 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.

## D10. CONTRACT SECURITY

- D10.1 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.

- D10.1.1 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/>

- D10.1.2 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 D10.1(b).

D10.1.3 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.

D10.1.4 Digital bonds passing the verification process will be treated as original and authentic.

D10.2 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.

D10.3 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 D10.1(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.

## **D11. SUBCONTRACTOR LIST**

D11.1 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 five (5) Business Days prior to the commencement of any Work on the Site.

## **D12. DETAILED WORK SCHEDULE**

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least ten (10) Business Days prior to the commencement of any Work on the Site.

D12.2 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.

D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

- D12.4 Further to D12.2(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.
- D12.5 The detailed work schedule shall include ten (10) business days for the review time required for the Designated Construction Zone submission and indicate that the Variable Message Signs will be set up as soon as formal award is provided. During this review period the advanced information signs will be installed by Traffic Services and the Contractor will have the Variable Message Signs functioning to provide notice to the public of the upcoming directional closure.

### **D13. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN**

- D13.1 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.
- D13.2 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.
- D13.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D13.4 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
- D13.5 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.
- D13.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D13.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D13.8 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**

### **D14. COMMENCEMENT**

- D14.1 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.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the workers compensation coverage specified in C6.17;
    - (iii) the twenty-four (24) hour emergency response phone number specified in D5.2.
    - (iv) the Safe Work Plan specified in D8;
    - (v) evidence of the insurance specified in D9;
    - (vi) evidence of the contract security specified in D10;
    - (vii) the subcontractor list specified in D11;
    - (viii) the detailed work schedule specified in D12;
    - (ix) Designated Construction Zone application;
    - (x) the Requirements for Site Accessibility Plan specified in D13; and
    - (xi) 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.
- D14.3 The Contractor shall not commence the Work on the Site before May 18, 2026, and shall commence the Work on Site no later than June 1, 2026, as directed by the Contract Administrator and weather permitting.
- D14.4 The City intends to award this Contract by May 11, 2025.
- D14.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D15. WORKING DAYS**

- D15.1 Further to C1.1(xx);
- D15.1.1 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.
- D15.1.2 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.
- D15.1.3 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.

- D15.1.4 In addition to D16.1, Saturdays and Sundays will also be considered a Working Day if the Contract Administrator approves the Contractor's request, the Contractor works on Site and the Contract Administrator deems that the Contract Administrator's staff is required on Site.

## **D16. RESTRICTED WORK HOURS**

- D16.1 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.

## **D17. WORK BY OTHERS**

- D17.1 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 Contractors execution of work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.

- D17.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Geomatics Branch – The Contractor is to acquire locates from the Geomatics Branch. If any permanent geomatics infrastructure is required to be disturbed during construction activities, the Contractor is to notify the Contract Administrator for documentation.
- (b) City of Winnipeg Traffic Services:
  - (i) The City will provide, install and maintain advanced information signage outside of the work zone.
  - (ii) The City will perform line marking within the closed lanes prior to opening.
- (c) City of Winnipeg Water and Waste Department – Inspection of water and sewer infrastructure.
- (d) Manitoba Hydro Gas Division – Safety watch as required.
- (e) Manitoba Hydro Electric Division – Safety watch as required.
- (f) Canadian National Railways – Safety watch as required.

- D17.3 Further to D17.1 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 D17.2 or additional parties, in their construction schedule as per D12 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

## **D18. SEQUENCE OF WORK**

- D18.1 Further to C6.1, the sequence of work shall be as follows:

- D18.1.1 The Work shall be divided into Two Phases. Phases are further subdivided into major items of work.

- D18.1.2 **Phase 1:** Wilkes Avenue – Eastbound

- (a) Mill existing asphalt.
- (b) Performs repairs to road structure where and as directed including partial depth repairs, pavement removal and replacement, and crack sealing with additional pavement repair fabric over planed asphalt surface.

- (c) Perform bench cut of shoulders if directed to stabilize an embankment.
- (d) Perform shoulder sub-grade preparation using reclaimed materials.
- (e) Perform any culvert renewals and ditch grading as directed.
- (f) Construct new granular base platform for shoulder widening.
- (g) Install asphalt overlays with full-width pavement repair fabric.
- (h) Regrade shoulder slopes and install shoulder edge treatments.
- (i) Install topsoil and hydroseed on shoulders and slope to ditch.
- (j) Install rumble strips on eastbound shoulder.
- (k) Clean lanes and provide access for City of Winnipeg to paint the lane edge prior to opening to traffic.

**D18.1.3** **Phase 2:** Wilkes Avenue – Westbound

- (a) Mill existing asphalt.
- (b) Performs repairs to road structure where and as directed including partial depth repairs, pavement removal and replacement, and crack sealing with additional pavement repair fabric over planed asphalt surface.
- (c) Perform bench cut of shoulders if directed to stabilize an embankment.
- (d) Perform shoulder sub-grade preparation using reclaimed materials.
- (e) Perform any culvert renewals and ditch grading as directed.
- (f) Construct new granular base platform for shoulder widening.
- (g) Install asphalt overlays with full-width pavement repair fabric.
- (h) Regrade shoulder slopes and install shoulder edge treatments.
- (i) Install topsoil and hydroseed on shoulders and slope to ditch.
- (j) Install rumble strips on westbound shoulder.
- (k) Clean lanes and provide access for City of Winnipeg to paint lane edge and centreline prior to opening to traffic.

**D19. SUBSTANTIAL PERFORMANCE**

- D19.1 The Contractor shall achieve Substantial Performance within thirty-five (35) consecutive Working Days of the commencement of the Work as specified in D14.
- 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 forty (40) consecutive Working Days of the commencement of the Work as specified in D14.
- 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 Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Substantial Performance – three thousand five hundred dollars (\$3,500);
- (b) Total Performance – one thousand five hundred dollars (\$1,500).

- 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 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) Seed maintenance as specified in CW 3520 and E12; and
- (b) 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. These meetings shall be attended by a minimum of one representative of the Contract Administrator, the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

- 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. FUEL PRICE ADJUSTMENT**

D26.1 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.

D26.1.1 Eligible Work will be determined in accordance with D26.5.

D26.1.2 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.

D26.1.3 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.

D26.1.4 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.

D26.2 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.

D26.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within  $\pm 15\%$  of the BFI.

D26.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance except where those dates/Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance.

D26.5 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.

## **WARRANTY**

### **D27. WARRANTY**

D27.1 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial Performance if:

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

D27.1.1 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.

## **INDEMNITY**

### **D28. INDEMNITY**

D28.1 Indemnity shall be as stated in C17.

**FORM J: SUBCONTRACTOR LIST**  
(See D11)

2026 WILKES AVENUE ASPHALT REHABILITATION: PTH 100 TO HARSTONE ROAD

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
<b>SURFACE WORKS:</b>		
<i>Supply of Materials:</i>		
Asphalt MS3		
Asphalt SP1		
Asphalt SP2		
Base Course & Sub-Base		
Pavement Repair Fabric		
Culverts		
Topsoil and Hydroseed		
Crack Sealant		
Variable Message Boards		
<i>Installation/Placement:</i>		
Excavation		
Asphalt		
Base Course and Sub-Base		
Pavement Repair Fabric		
Culverts & Couplers		
Topsoil and Hydroseed		
Crack Sealing		
Variable Message Boards		

## 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>
P-3602-0001	Cover Sheet, Drawing List, & Site Location Map	A1
P-3602-0101	2026 Wilkes Avenue Asphalt Rehabilitation PTH 100 to Charleswood Road PTH 100 to Sta 2+50	A1
P-3602-0102	2026 Wilkes Avenue Asphalt Rehabilitation PTH 100 to Charleswood Road Sta 2+50 to Sta 3+75	A1
P-3602-0103	2026 Wilkes Avenue Asphalt Rehabilitation PTH 100 to Charleswood Road Sta 3+75 to Sta 5+00	A1
P-3602-0104	2026 Wilkes Avenue Asphalt Rehabilitation PTH 100 to Charleswood Road Sta 5+00 to Sta 6+25	A1
P-3602-0105	2026 Wilkes Avenue Asphalt Rehabilitation PTH 100 to Charleswood Road Sta 6+25 to Sta 7+75	A1
P-3602-0201	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 14+50 to Sta 15+75	A1
P-3602-0202	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 15+75 to Sta 17+00	A1
P-3602-0203	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 17+00 to Sta 18+25	A1
P-3602-0204	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 18+25 to 19+50	A1
P-3602-0205	2026 Wilkes Avenue Asphalt Rehabilitation	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
P-3602-0206	Charleswood Road to Harstone Road Sta 19+50 to Sta 20+75 2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 20+75 to Sta 22+00	A1
P-3602-0207	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 22+00 to Sta 23+25	A1
P-3602-0208	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 23+25 to 24+50	A1
P-3602-0209	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 24+50 to 25+75	A1
P-3602-0210	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 25+75 to Sta 27+00	A1
P-3602-0211	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 27+00 to 28+25	A1
P-3602-0212	2026 Wilkes Avenue Asphalt Rehabilitation Charleswood Road to Harstone Road Sta 28+25 to Sta 29+00	A1
P-3602-0301	2026 Wilkes Avenue Asphalt Rehabilitation PTH 100 to Harstone Road Cross Sections and Details	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 D13 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, except for the Variable Message Signs which shall be compensated for costs as described in Section E7.
- (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; and
  - (viii) Designated Construction Zone signs.
- (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. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.

- 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.
- 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 Signage near PTH 100 shall comply with Manitoba Transportation and Infrastructures (MTI) Work Zone Traffic Control Manual and any direction provided by MTI Traffic Engineering.

## **E6. TRAFFIC MANAGEMENT**

- E6.1 Traffic Management shall be performed in accordance with the Appendix 'B' – Phasing and Signage Plans.
- E6.2 Further to 3.7 of CW 1130:
- E6.2.1 Wilkes Avenue Asphalt Rehabilitation Project will be performed with a directional closure, maintaining only eastbound traffic for the full duration of the project over both phases. All westbound traffic shall be restricted from Fairmont Road to PTH 100 (east on/off ramp).
- E6.2.2 The traffic management will include the establishment of a designated construction zone with reduced speeds set to 50 km/hr from 90 km/hr.
- E6.2.3 Temporary Electronic Variable Message Signs will be required in multiple locations as described further in Section E7.
- E6.2.4 A Designated Construction Zone is required for the Work on Wilkes Avenue.
- (a) The Contractor shall submit a Designated Construction Zone application to Traffic Management, using the lane closure application, ten (10) business days in advance of the intended implementation date in accordance with the requirements of the Manual of Temporary Traffic Control (MTTC).
- (b) When no Work is being performed on site, the Designated Construction Zone shall be removed when it is no longer required upon approval from the Contract Administrator.
- E6.2.5 Should the Contractor be unable to maintain an existing access to a residence, business, or agricultural site, they shall review the planned disruption with the business, residence, farmer, and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 48 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E6.2.6 Flag persons may be necessary to maintain the flow of traffic during certain work operations, including paving and managing access/egress at approaches.
- E6.2.7 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.
- E6.2.8 Provide access for the following vehicles throughout construction:
- (a) Refuse and recycling collection vehicles.
- (b) Agricultural equipment.
- (c) School buses.
- (d) Commercial access for both Harvey's Landscaping and Beaucage Lawn & Garden Care.

- E6.2.9 Contractor shall be responsible for the provision of two (2) highway grade custom wayfinding signs and supports for maintaining access to Beaucoup Landscape from Fairmont Road as shown in Appendix 'B'.
- (a) The provision of the custom wayfinding signage and supports shall be incidental to the Works.

## **E7. TEMPORARY ELECTRONIC VARIABLE MESSAGE SIGNS**

### DESCRIPTION

- E7.1 This specification provides clarification on how temporary Variable Message Signs (VMS) will be paid for and the expectations for durations, movement, programming, and provision of signs.

### CONSTRUCTION METHODS

- E7.2 The Contractor shall supply, program, and install a VMS temporarily at each location directed by the Contract Administrator at least ten (10) business days in advance of construction starting.
- (a) Two variable message signs are anticipated to be installed on the perimeter highway (PTH 100) in collaboration with Manitoba Transportation and Infrastructure (MTI), with one VMS south of the Wilkes overpass and then other north of the Wilkes overpass.
- (b) All VMS installations installed along within MTI jurisdiction shall meet MTI's requirements including the provision of a temporary gravel pad if needed for placement of the trailer on a shoulder.
- E7.3 The Contractor shall provide at least three (3) VMS or additional VMS' if traffic management requests.
- E7.4 The Contract Administrator will provide the Contractor with the messaging to be programmed.
- (a) The Contractor shall assume the message is to be changed on each board at least twice during the project duration.
- E7.5 Assume each VMS will remain at the same location for the duration of construction.

### MEASURE AND PAYMENT

- E7.6 "Temporary Variable Message Signs" shall be paid for by the number of weeks each single VMS is utilized. Payment will be inclusive of all costs related to rental, installation, maintenance, programming, and installation for each VMS.
- (a) The number of week rentals to be paid for will be the summation of each VMS units duration used on the project.
- E7.7 Placement, removal, reprogramming as per E7.4 are incidental to the unit prices.
- E7.8 Weekly rental costs for the VMS shall include the provision of a temporary gravel pad on a shoulder if required to stabilize the trailer and any removal and restoration costs.
- E7.9 Cost associated with provision of VMS following the date of Substantial Completion will not be measured or paid for unless the Contract Administrator agrees in writing in advance.
- E7.10 In the event a sign is needed for less than a week at the start or the end of the project, the measurement shall be rounded up to a whole week.

## **E8. REFUSE AND RECYCLING COLLECTION**

- E8.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time, to permit the normal collection vehicles to

collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

E8.2 Collection Schedule:

**Wilkes Avenue from PTH 100 to 220m East of Harstone Road**

*Collection Day(s):* **Monday**

*Collection Time:* **7:00 A.M.**

*Common Collection Area:* **Contractor to relocate refuse and recycling rolling bins to a common collection area as directed by the Contract Administrator in each phase of the project.**

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

**E9. WATER OBTAINED FROM THE CITY**

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

**E10. SURFACE RESTORATIONS**

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

**E11. INFRASTRUCTURE SIGNS**

E11.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 495 Archibald Street. The Contractor shall mount each sign securely to a rigid backing material approved by the Contract Administrator. The Contractor shall fasten each sign to a suitable support and erect and maintain one sign at each street as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove and dispose of the signs and supports. No measurement for payment will be made for performing all operations herein described and all other items incidental to the work described

**E12. TOPSOIL AND HYDROSEED**

DESCRIPTION

E12.1 This specification supplements CW 3540 and CW 3520, regarding the installation of topsoil and hydroseed on the road embankment slopes.

MATERIALS

E12.2 Topsoil following the requirements of CW 3540.

E12.3 General supply requirements of CW 3520 for water, herbicides, insecticides, mulch, and tackifier.

E12.4 The hydroseed mix shall be:

- Seventy percent (70%) Fults or Nuttall's Alkaligrass (*Puccinellias* pp.)
- Twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue
- Ten percent (10%) Perennial Ryegrass

## EQUIPMENT

- E12.5 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.
- E12.6 Hydroseeding equipment capable of applying the hydroseed to the banks of the road embankment while traveling along the paved surface.

## CONSTRUCTION METHODS

- E12.7 Preparation of Existing Grade
- (a) 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 75 mm and to a maximum depth of 100 mm to the satisfaction of the Contract Administrator.
  - (b) Scarification shall consist of breaking up and loosening the sub-grade.
- E12.8 Placement of Topsoil
- (a) Place topsoil along road embankment in accordance with CW 3540 to the limits provided by the Contract Administrator.
- E12.9 Placement of Hydroseed
- (a) The Contractor shall hire a certified hydroseed installation company with the equipment, experience, and materials required to perform hydroseeding for the specified areas.
  - (b) Limits of hydroseed will be determined by the Contract Administrator and payment
- E12.10 Maintenance of Hydroseed
- (a) Shall be in accordance with Section 9.7 through 9.9 of CW 3520.
- E12.11 Termination of Maintenance Period
- (a) Shall be in accordance with Section 9.10 of CW 3520.

## MEASUREMENT AND PAYMENT

- E12.12 Supply, placement and maintenance of Hydroseed will be paid for at the Contract Unit Price per square metre for "Topsoil and 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 Hydroseeding shall be in accordance with the following:
- (a) Sixty five (65%) percent of quantity following supply and placement of the Hydroseed.
  - (b) Remaining thirty five (35%) percent of quantity following termination of Maintenance Period.
- E12.13 Topsoil supply and installation is incidental to the work included in this Specification.
- E12.14 Topsoil and Hydroseed payment area shall be the area identified by the Contract Administrator, topsoil and hydroseed placed outside of the designed areas shall not be measured for payment.

## **E13. PREPARATION OF EXISTING SHOULDER**

### DESCRIPTION

- E13.1 This specification clarifies intent of CW 3150 as this work relates to preparing the existing shoulder for the expanded width of asphalt for the paved shoulders.

### CONSTRUCTION METHODS

- E13.2 Preparation of existing shoulders shall not commence until asphalt milling operations have been completed, unless otherwise approved by the Contract Administrator.
- E13.3 Following milling operations, the Contractor shall excavate along the existing shoulder slopes to 100mm below the milled surface to create a bench for the 100mm of base installation to support the shoulder widening. The base shall be sloped at 2% crossfall towards the ditch and extend to the edge of the slope. If suitable, the excavated material can be placed onto the shoulder embankment and keyed into place.
- E13.4 Where and if directed, the Contractor shall perform a bench cut to stabilize the shoulder embankment slope.
- E13.5 Shoulder preparation shall include scarifying the existing shoulder surface to the depth required to interlock with suitable materials for reducing the slope of the shoulders and providing a stable platform for construction of the 100mm of granular base materials to support the asphalt shoulder widening.
- E13.6 The Contractor shall ensure that all placed materials along the prepared shoulder and slopes are keyed into the existing grade to prevent sloughing or sliding. Keying shall consist of cutting, blending, and scarifying the interface between existing ground and placed material such that the combined surface forms a stable, interlocked section.
- E13.7 Any unsuitable materials encountered during excavation for road repairs, shoulder excavation, or shoulder preparation shall be removed and disposed of as directed by the Contract Administrator.
- E13.8 Material excavated during shoulder preparation may be reused on the slope below the proposed new base course material, provided it is suitable and approved by the Contract Administrator. Placement and shaping of reusable material shall be performed to produce a uniform and stable slope consistent with the intended grading design.
- E13.9 The Contractor shall maintain positive drainage throughout the shoulder preparation operation and ensure that the prepared area is left in a condition suitable to receive the subsequent base course materials without additional rework.
- E13.10 Care shall be taken to not extend work into the ditches such that the ditch needs to be deepened or regraded.
- E13.11 The shoulder preparation shall be coordinated with the requirements of Section E12 – Topsoil and Hydroseed.

#### MEASUREMENT AND PAYMENT

- E13.12 "Preparation of Existing Shoulder" will be paid for on a square metre basis. The measurement will be the horizontal area of shoulder prepared as accepted by the Contract Administrator.
- E13.13 Scarifying the existing shoulder as well as cutting, shaping, keying and preparing the surfaces to receive new materials is considered incidental.
- E13.14 Excavation for the shoulder base course materials shall be paid for on a cubic meter bases shall be paid under the payment item "Shoulder Excavation".
- E13.15 Keying and compaction of the shoulder sub-grade works shall be incidental to the 'Preparation of Existing Shoulder' Works.
- E13.16 Supply, grading, and compaction of the Granular A Base Course materials for supporting the shoulder widening shall be paid in accordance with CW 3110.

#### **E14. BENCH CUT EXCAVATION**

##### DESCRIPTION

- E14.1 This specification provides clarification on how Bench Cut Excavations shall be performed, and how they will be paid.

#### CONSTRUCTION METHODS

- E14.2 Bench Cut Excavations shall consist of excavating horizontal cuts into the slopes of existing embankments to stabilize the bank for shoulder widening, prior to placing the widening material. Bench cut limits shall be made in intervals as directed by the Contract Administrator. Unsuitable material shall be disposed of as directed by the Contract Administrator.
- E14.3 The Contractor shall ensure that the base of the bench cut is sufficiently stable to accommodate compaction of the first lift of material.

#### MEASURE AND PAYMENT

- E14.4 Bench cut material shall be paid for by the total number of cubic meters of materials excavated from the embankment, as measured by the Contract Administrator.
- E14.5 Removal of any unsuitable material from site is incidental to the excavation costs.
- E14.6 Placing suitable material in the embankment for shoulder widening shall be paid for at the unit rate following CW 3110 "Supplying and Placing Suitable Site Sub-Grade Material".

### **E15. SHOULDER EDGE TREATMENTS**

#### DESCRIPTION

- E15.1 This specification amends CW 3150 – 'Gravel Surfacing'.

#### CONSTRUCTION METHODS

- E15.2 The surface edge treatment or rounding along the edges of the asphalt shall be a geometric transition between the cross-fall of the roadway and the ditch slope. It shall be compacted to form the appropriate round shape as per the drawings, in lieu of being formed over time due to erosion.

#### MEASUREMENT AND PAYMENT

- E15.3 "Surfacing Material - Limestone" shall be paid for by the total number of tonnes of material supplied and installed, as measured on a certified weigh scale.
- E15.4 The Contractor shall provide hardcopy tickets and a digital file on a weekly basis to the Contract Administrator.

### **E16. CONSTRUCTION LAYOUT AND GRADING**

#### DESCRIPTION

- E16.1 This specification describes what construction layout the Contract Administrator will perform for the planing and overlay Works.

#### CONSTRUCTION METHODS

- E16.2 The Contract Administrator will provide the following:
- (a) Pavement markings indicating the desired depth of planing of the existing asphalt materials.
  - (b) Markings indicating the areas of full pavement removal and repairs.
  - (c) Pavement markings indicating the desired depth of each lift of asphalt overlay.

- (d) Offset stakes showing the edge of asphalt at 30m intervals on tangent sections and as needed on radii.

E16.3 The Contractor shall use stringline to mark edge of finished asphalt.

E16.4 Where directed, the first lift of SP2 asphalt pavement shall be adjusted to correct the cross fall.

E16.5 All longitudinal grade changes shall be smooth and gentle transitions for a design speed of 90 km/hr while balancing overlay thicknesses to follow existing terrain.

E16.6 MEASUREMENT AND PAYMENT

E16.7 No measurement and payment for this section.

## **E17. ASPHALT PAVEMENT WORKS – SPECIAL PROVISION**

### DESCRIPTION

**E17.1** Appendix C – Asphalt Pavement Special Provision shall replace the City of Winnipeg Standard Construction Specification CW 3410 – Asphaltic Concrete Pavement Works for the Tender.

### CONSTRUCTION METHODS

E17.2 The Contractor's asphalt paving machine is to be capable of paving up to 5.0m wide with no bolt on attachment. This is to allow for paving of a 3.7m lane with a 0.8m shoulder and a 0.2m overlapping joint on each side of the first lifts of asphalt in a single pass.

E17.3 The Contractor's Asphalt Superintendent shall meet with the Contract Administrator on site at least two days prior to paving to discuss the paving plan which includes truck access, direction of paving, application of pavement repair fabric, application of tack coat, volume of anticipated asphalt for the next paving operations, finishing details and paving width.

E17.4 Edges on new asphalt are to be protected with ramps. Rounded asphalt edges from temporary traffic are to be cut square prior to paving.

E17.5 Transfer machines for asphalt placement are a requirement.

E17.6 All tie-ins, approaches, and intersection overlays are to be MS3 asphalt and placed to a milled header at least 30mm deep. Feathering of the asphalt materials on the mainline pavement shall not be permitted.

### MEASUREMENT AND PAYMENT

E17.7 No additional measurement or payment will be made for this work other than as described in Appendix 'C'.

## **E18. RUMBLE STRIP**

### DESCRIPTION

E18.1 Shoulder Rumble strips shall be installed in accordance with Appendix 'D' following Manitoba Transportation and Infrastructure's Specification No. 895(I) and Detail TO-006a.

### CONSTRUCTION METHODS

E18.2 Rumble Strips shall be installed following placement of the asphalt overlay within the directional closure in each of the two phases of construction.

E18.3 The Contractor Administrator will mark the limits of each rumble strip.

### MEASUREMENT AND PAYMENT

E18.4 "Rumble Strip" shall be measured and paid for by the total length measured in lineal meters of rumble strip installed and accepted by the Contract Administrator.

E18.5 Payment shall be in full for all equipment, labour, and sweeping of the milled debris from the roadway and all other operations necessary or incidental to the Work..

## **E19. WORK ADJACENT TO RAIL RIGHT-OF-WAY**

### DESCRIPTION

E19.1 This Contract involves work directly adjacent to an existing rail right-of-way (Canadian National Railway Rivers Line).

E19.2 The Contractor shall not access, drive one, step on, store materials or equipment, on CN Rail right-of-way at any time during this Contract unless the Contractor receives explicit written approval from CN Rail.

E19.3 The Contractor shall be responsible to meet all railway authority, constraints, requirements and safety measures.

E19.4 The Contractor shall be responsible for coordinating all watches/flagging measures as required by the railway authority, if required.

### MEASUREMENT AND PAYMENT

E19.5 No measurement or payment shall be made for coordination with the railway authority or for any safety and/or protection measures required by the railway authority to complete the Work.

## **E20. PROVISIONAL ITEMS**

E20.1 The Provisional Items listed on Form B: Prices are part of the Contract.

E20.2 The Contractor shall not perform Work included in the Provisional Items without prior authorization from the Contract Administrator. All Work included in the Provisional Items will be carried out within the construction areas shown on the Drawings.

E20.3 Notwithstanding C7, the City reserves the right to diminish all or any portion of the items of Work listed in the Provisional Items and no claim shall be made for damages on the grounds of loss of anticipated profit or for any other reason.

## **E21. MANITOBA HYDRO UTILITIES**

E21.1 Contractor shall reference Appendix 'E': Manitoba Hydro Utility Review for details related to infrastructure within the project limits.

(a) Contractor shall be aware of the gas pipelines that cross Wilkes Avenue in various places and the requirements for working in their vicinity, including Hydro watch where required, restricted weight limitations, and allow for coordination with the utility company.

(b) Contractor shall be aware of a Manitoba Hydro conduit with 25kV power transmission installed in fall of 2025 in the south shoulder of Wilkes Avenue. Contractor shall allow for any work restrictions related to working in the vicinity of this conduit, including Hydro watch where required, and allow for coordination with the utility company.