



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 30-2026**

**2026 REGIONAL STREET RENEWAL PROGRAM - ST. MARY'S ROAD FROM  
FERMOR AV TO ARDEN AV**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 2026 Regional Street Renewal Program - St. Mary's Road from Fermor Av to Arden Av

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 17, 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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Tender, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Tender will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Tender will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.6 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Tender to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1.

## **B6. SUBSTITUTES**

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

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

## **B7. BID COMPONENTS**

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

## **B8. BID**

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

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

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

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

## **B9. PRICES**

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

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

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

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

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

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

## **B10. DISCLOSURE**

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

B10.2 The Persons are:

- (a) N/A

## **B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Further to C3.3, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Bidder or employee of the Bidder proposed for the Work has:

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

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Bids or award of the Contract; or

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

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

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

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

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

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

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

## **B12. QUALIFICATION**

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and C6.19)
- (e)
- B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
- (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. A list of acceptable reviewers and the review template are available at [https://www.winnipeg.ca/matmgt/Safety/safety\\_consultant.stm](https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm).
- B12.5 Further to B12.3(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.
- B12.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

### **B13. BID SECURITY**

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

### **B14. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B14.1 Bids will not be opened publicly.
- B14.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B14.4.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Bid Submission identified by the Bidder as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

**B15. IRREVOCABLE BID**

- B15.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B15.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B16. WITHDRAWAL OF BIDS**

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

**B17. EVALUATION OF BIDS**

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.4.2 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.
- B17.4.3 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

**B18. AWARD OF CONTRACT**

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;

- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B18.3 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.

B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.

B18.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 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) Pavement Rehabilitation
  - (i) St. Mary's Road from Fermor Avenue to Abinojii Mikanah.

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

- (a) Pavement Rehabilitation
  - (i) Planing existing asphalt overlay;
  - (ii) Full depth concrete repairs of existing joints and slabs;
  - (iii) Installation of catch basin/ catch pits and connection pipe;
  - (iv) Abandon existing drainage inlets;
  - (v) Abandon sewer;
  - (vi) Renewal of existing curbs and splash strips;
  - (vii) Adjustment of existing catch basins, manholes and other appurtenances;
  - (viii) Placement of asphalt overlay (Type MS1, average thickness 85 mm);
  - (ix) Installation of traffic signals bases, service pits and conduits;
  - (x) Renewal of existing sidewalk;
  - (xi) Construction of concrete sidewalk with block outs; and
  - (xii) Topsoil and sod.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is Stantec Consulting, represented by:

James Kennedy, P.Eng.  
Transportation Engineer

Telephone No. 204-489-5900  
Email Address [james.kennedy@stantec.com](mailto:james.kennedy@stantec.com)

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

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

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

D4.2 At least two (2) Business Days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D5.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

## **D5. FURNISHING OF DOCUMENTS**

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

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D7. SAFE WORK PLAN**

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.
- D7.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D7.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive with The City of Winnipeg and Manitoba, its ministers, officers, employees and agents to be added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover, sudden and accidental pollution liability, and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period. Manitoba Hydro, BellMTS, Shaw and Telus to be added as additional insureds if requested, by written contract.
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
  - (c) an 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.
- D8.2 The Contractor shall ensure that any subcontractors performing work on the shall provide the contract administrator with evidence of insurance as outlined in Section D9.1(a) and (b) above and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the work. The Contractor will provide the contract administrator with evidence of same prior to the commencement of any work.

- D8.3 Deductibles shall be borne by the Contractor.
- D8.4 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D8.5 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, as applicable.
- D8.6 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

## D9. CONTRACT SECURITY

- D9.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; and
  - (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.
- D9.1.1 Bonds are available at:
- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
    - (i) Performance Bond – Schedule A - Form of Notice  
<https://www.winnipeg.ca/media/4831/>
    - (ii) Performance Bond – Schedule B – Surety’s Acknowledgement  
<https://www.winnipeg.ca/media/4832/>
    - (iii) Performance Bond – Schedule C – Surety’s Position  
<https://www.winnipeg.ca/media/4833/>
  - (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
    - (i) L&M Bond – Schedule A – Notice of Claim  
<https://www.winnipeg.ca/media/4834/>
    - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice  
<https://www.winnipeg.ca/media/4835/>
    - (iii) L&M Bond – Schedule C – Surety’s Position  
<https://www.winnipeg.ca/media/4836/>
- D9.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
  - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D10.1(b).

D9.1.3 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

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

D9.2 The Contractor shall provide:

(a) the required Contract Security to:

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

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

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

D9.3 The Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

(a) give the Subcontractor written notice of the existence of the labour and material payment bond in 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.

## **D10. SUBCONTRACTOR LIST**

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site.

## **D11. DETAILED WORK SCHEDULE**

D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

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

(a) a Gantt chart for the Work.

acceptable to the Contract Administrator.

D11.3 Further to D12.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

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

D12.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D12.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
  - (b) How the Contractor will maintain access to bus stops within the site.
  - (c) How the Contractor will maintain access to pedestrian corridors and half signals.
  - (d) How the Contractor will maintain cycling facilities.
  - (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
  - (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.
- D12.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D12.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
  - (b) Temporary Ramping
  - (c) Transit Stops
  - (d) Detour Signage
- D12.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D12.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D12.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D12.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
  - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
  - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in 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) the Requirements for Site Accessibility Plan specified in D13; and
  - (x) the direct deposit application form specified in C12.20.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D13.3 The Contractor shall not commence the Work on the Site before May 11, 2026, and shall commence the Work on Site no later than May 15, 2026, as directed by the Contract Administrator and weather permitting.
- D13.4 The City intends to award this Contract by May 1, 2026.
- D13.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

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

- D14.1 Further to C1.1(xx);
- D14.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record their assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that they agree with the Contract Administrator's determination of the Working Days assessed for the report period.
- D14.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.
- D14.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

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

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

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

- D16.1 Further to C6.26, the Contractor's attention is directed to the fact that other Contractors, the personnel of Utilities and the staff of the City may be working within the project limit, approach roadway, adjacent roadways or right-of-way. The activities of these agencies may coincide with the 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.
- D16.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) Traffic Signals- Traffic Signals Branch will be responsible for coordinating removal of above ground plant and cabling to facilitate the installation of the underground plant. The Contractor must coordinate with Traffic Signals such that the signals operations at each

intersection are maintained except where permitted by the Contract Administrator and Traffic Signals Branch. This may result in work being completed in multiple stages;

- (b) Manitoba Hydro, BellMTS, Rogers- adjustments to plant as required
- (c) City of Winnipeg Traffic Services- installation of new permanent traffic signage and line painting; and
- (d) City of Winnipeg Geomatics Branch- various work on survey infrastructure.

D16.3 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.

## **D17. SEQUENCE OF WORK**

D17.1 Further to C6.1, the sequence of work shall be as follows:

D17.1.1 The Work shall be divided into three (3) phases. Each Phase shall be subdivided into stages.

D17.1.2 **Phase 1** – Northbound lanes from Abinojii Mikanah to Fermor Avenue

- (a) **Stage 1** – Complete gutter lanes (including parking lanes), sidewalk, and all asphalt tie-ins;
- (b) **Stage 2** – Complete median lanes (including turning lanes). Note: left turn lanes between Dakota St and St. Vital Rd to be done in later phase.
- (c) Once Stage 1 from Abinojii Mikanah and Molgat Avenue is complete, Stage 2 can start in that section.
- (d) The Contractor can not mill Stage 2 before completing all of Stage 1 work.
- (e) Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of the asphaltic concrete overlay, including the scratch course.
- (f) Immediately following the completion of the asphaltic concrete works of Phase 1, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris, other than that left by the City or other Contractors.

D17.1.3 **Phase 2** – Southbound lanes from Fermor Av to Molgat Av

- (a) **Stage 3** – Complete gutter lanes (including parking lanes), sidewalk, and all asphalt tie-ins;
- (b) **Stage 4** - Complete median lanes (including turning lanes and median openings)
- (c) The Contractor can not mill Stage 4 before completing all of Stage 3 work.
- (d) Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of the asphaltic concrete overlay, including the scratch course.
- (e) Immediately following the completion of the asphaltic concrete works of Phase 2, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris, other than that left by the City or other Contractors.

D17.1.4 **Phase 3** – Southbound lanes from Molgat Av to Arden Av

- (a) **Stage 5** – Complete gutter lanes (including parking lanes), sidewalk, and all asphalt tie-ins;
- (b) **Stage 6** - Complete median lanes (including turning lanes, median openings, and left turn lanes between Dakota St and St. Vital Rd)
- (c) The Contractor can not mill Stage 6 before completing all of Stage 5 work.
- (d) Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of the asphaltic concrete overlay, including the scratch course.
- (e) Immediately following the completion of the asphaltic concrete works of Phase 3, the Contractor shall clean up the Site and remove all plant, surplus material, waste and debris, other than that left by the City or other Contractors.

D17.1.5 The following shall apply to the St. Mary's Road and Dakota/Dunkirk intersection:

- (a) Construction shall follow stages above (ie. lane-at-a-time on St. Mary's Rd);
- (b) Dakota/Dunkirk to be reduced to one through lane in each direction to accommodate concrete repairs in the intersection;
- (c) Milling and asphalt paving shall occur between the hours of 19:00 and 06:00;
- (d) Cross traffic on Dakota/Dunkirk can drive on milled surface;
- (e) Top lift asphalt paving within intersection to occur once all bottom lifts have been completed.

**D18. CRITICAL STAGES**

- D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Complete Stage 1 (Northbound St. Mary's Road) between Abinojii Mikanah and St. Vital Road, including all asphalt tie-ins and boulevard restoration within fifteen (15) consecutive Working Days of the commencement of Stage 1.
- D18.2 When the Contractor considers the Work associated with D19.1(a) to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D18.3 The date on which the D19.1(a) Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of D19.1(a) has been achieved.

**D19. SUBSTANTIAL PERFORMANCE**

- D19.1 The Contractor shall achieve Substantial Performance within seventy five (75) 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 eighty (80) 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 Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) D19.1(a) – two thousand two hundred dollars (\$2,200.00);
  - (b) Substantial Performance – six thousand dollars (\$6,000.00);
  - (c) Total Performance – two thousand two hundred dollars (\$2,200.00).
- D21.2 The amounts specified for liquidated damages in D22.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D22. ACCELERATED COMPLETION**

### DESCRIPTION

- D22.1 General
- D22.1.1 This Supplemental Condition shall cover the accelerated completion of this contract.
- D22.2 Acceleration of Work
- D22.2.1 At no risk to the City, the Contractor at its own initiative, means, and expense, may undertake to complete the Works for this Contract to facilitate the safe reopening of traffic and pedestrians in advance of the stipulated Working Days as specified in D21.
- D22.2.2 Accelerated Completion is directly related to the opening of St. Mary's Road to all modes of transport, with all lanes open.
- D22.2.3 Reopening shall occur when all Work items listed in D2 are complete, including boulevard restoration, asphalt tie-ins and Site cleanup.
- D22.2.4 In recognition of the fact that an early completion of the Works is of benefit to the City, the City will compensate the Contractor for said early completion on a per diem unit price basis, as hereinafter set out, provided that the City will not be liable to pay for any period of acceleration in excess of five (5) days, not including Saturdays, Sundays, or Statutory Holidays.
- D22.2.5 It is noted that certain delays of the Work are normal, due to Site conditions, necessary layout and dimensional changes. The Contract Administrator will attempt to resolve each situation as soon as possible. The Contractor is advised that no extension to the Working

Days defined in D21 will be given for events of this sort which cause construction delay and are resolved within 48 hours of the requirement of change becoming know to both the Contractor and the Contract Administrator.

## MEASUREMENT AND PAYMENT

### D22.3 Method of Measurement

D22.3.1 Accelerated completion will be measured on a unit basis per diem. The number of days to be paid for will be the total number of days, not including Saturdays, Sundays, or Statutory Holidays, with which all of the Work is complete and is safely reopened to vehicular and pedestrian traffic in advance of the expiry of Working Days specified in D21 with all specified Works listed in D2 completed and acceptable to the Contract Administrator.

### D22.4 Basis of Payment

D22.4.1 Accelerated completion will be paid for at the Unit Price per diem specified hereinafter for "Accelerated Completion" which price shall be payment in full for performing all operations undertaken and all other items incidental to the Work included in this Specification. Unit Price per diem = Six thousand dollars (\$6,000.00).

D22.4.2 Payment of this item is not identified on Form B: Prices, and shall not be included thereon. If accelerated completion does occur as specified herein, then payment will be made for this item as an addition to the Contract.

## D23. SCHEDULED MAINTENANCE

D23.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Reflective Crack Maintenance as specified in CW 3250-R7; and
- (b) Sod Maintenance as specified in CW3510-R10.

D23.2 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

### D24. JOB MEETINGS

D24.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### D25. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D25.1 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).

## **D26. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D26.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

## **PAYMENT**

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

D27.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;

- (a) where the price of fuel has increased -  $((CFI/BFI)-1.15) \times Q \times FF$ ; and
- (b) where the price of fuel has decreased -  $((CFI/BFI)-0.85) \times Q \times FF$ ; where
  - (i) BFI = base fuel index
  - (ii) CFI = current fuel index
  - (iii) FF = fuel factor
  - (iv) Q = monetary value of Work applied in the calculation.

D27.1.1 Eligible Work will be determined in accordance with D28.5.

D27.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published “Monthly average retail prices for gasoline and fuel by geography” for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.

D27.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.

D27.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.

D27.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.

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

D27.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance/Critical Stages except where those dates/Working Days are adjusted by change order. Fuel de-escalation adjustments will apply for Work that extends beyond the dates/Working Days specified for Substantial Performance/Critical Stages.

D27.5 The Fuel Factor (FF) rates will be set as follows:

- (a) The Fuel Factor rate shall be set at 2.7% of the monetary value of all Work based on unit prices.

## **WARRANTY**

### **D28. WARRANTY**

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

D28.2 Notwithstanding C13.2 or D29.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:

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

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

### **THIRD PARTY AGREEMENTS**

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

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

### **INDEMNITY**

#### **D30. INDEMNITY**

D30.1 Indemnity shall be as stated in C17.



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
P-3598-1	Cover Sheet- Location Plan & Drawing List	A1
P-3598-2	St. Mary's Road- Paving and Grading, Sta 0+200 to Sta 0+350	A1
P-3598-3	St. Mary's Road- Paving and Grading, Sta 0+350 to Sta 0+490	A1
P-3598-4	St. Mary's Road- Paving and Grading, Sta 0+490 to Sta 0+610	A1
P-3598-5	St. Mary's Road- Paving and Grading, Sta 0+610 to Sta 0+700	A1
P-3598-6	St. Mary's Road- Paving and Grading, Sta 0+700 to Sta 0+850	A1
P-3598-7	St. Mary's Road- Paving and Grading, Sta 0+850 to Sta 0+980	A1
P-3598-8	St. Mary's Road- Paving and Grading, Sta 0+980 to Sta 1+100	A1
P-3598-9	St. Mary's Road- Paving and Grading, Sta 1+100 to Sta 1+220	A1
P-3598-10	St. Mary's Road- Paving and Grading, Sta 1+220 to Sta 1+340	A1
P-3598-11	St. Mary's Road- Paving and Grading, Sta 1+340 to Sta 1+450	A1
P-3598-12	St. Mary's Road- Paving and Grading, Sta 1+450 to Sta 1+580	A1
P-3598-13	St. Mary's Road- Paving and Grading, Sta 1+580 to Sta 1+710	A1
P-3598-14	St. Mary's Road- Paving and Grading, Sta 1+710 to Sta 1+820	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
P-3598-15	St. Mary's Road- Paving and Grading, Sta 1+820 to Sta 1+940	A1
P-3598-16	St. Mary's Road- Paving and Grading, Sta 1+940 to Sta 2+060	A1
P-3598-17	St. Mary's Road- Paving and Grading, Sta 2+060 to Sta 2+180	A1
P-3598-18	St. Mary's Road- Paving and Grading, Sta 2+180 to Sta 2+290	A1
P-3598-19	St. Mary's Road- Paving and Grading, Sta 2+290 to Sta 2+410	A1
P-3598-20	St. Mary's Road- Paving and Grading, Sta 2+410 to Sta 2+540	A1
P-3598-21	St. Mary's Road- Paving and Grading, Sta 2+540 to Fermor Ave	A1
P-3598-22	St. Mary's Road- Sections and Details	A1
13873	2026 Sewer Abandonment and New Manholes. Index Page	A1
13874	2026 Sewer Abandonment and New Manholes. St. Mary's Road, 35m S of St Vital Road to 4m N of Poplarwood Avenue	A1
13875	2026 Sewer Abandonment and New Manholes. St. Mary's Road, 4m N of Poplarwood Avenue to 11m N of Portland Ave	A1
Figure 1	Traffic Staging & Signage- Drawing List, Legend and General Notes	11" x 17"
Figure 2	Traffic Staging & Signage- Phase 1- Stage 1- Northbound Gutter Lanes (1 of 4)	11" x 17"
Figure 3	Traffic Staging & Signage- Phase 1- Stage 1- Northbound Gutter Lanes (2 of 4)	11" x 17"
Figure 4	Traffic Staging & Signage- Phase 1- Stage 1- Northbound Gutter Lanes (3 of 4)	11" x 17"
Figure 5	Traffic Staging & Signage- Phase 1- Stage 1- Northbound Gutter Lanes (4 of 4)	11" x 17"
Figure 6	Traffic Staging & Signage- Phase 1- Stage 2- Northbound Median Lanes (1 of 4)	11" x 17"
Figure 7	Traffic Staging & Signage- Phase 1- Stage 2- Northbound Median Lanes (2 of 4)	11" x 17"
Figure 8	Traffic Staging & Signage- Phase 1- Stage 2- Northbound Median Lanes (3 of 4)	11" x 17"
Figure 9	Traffic Staging & Signage- Phase 1- Stage 2- Northbound Median Lanes (4 of 4)	11" x 17"
Figure 10	Traffic Staging & Signage- Phase 2- Stage 3- Southbound Gutter Lanes (1 of 2)	11" x 17"
Figure 11	Traffic Staging & Signage- Phase 2- Stage 3- Southbound Gutter Lanes (2 of 2)	11" x 17"
Figure 12	Traffic Staging & Signage- Phase 2- Stage 4- Southbound Median Lanes (1 of 2)	11" x 17"
Figure 13	Traffic Staging & Signage- Phase 2- Stage 4- Southbound Median Lanes (2 of 2)	11" x 17"
Figure 14	Traffic Staging & Signage- Phase 3- Stage 5- Southbound Gutter Lanes (1 of 3)	11" x 17"
Figure 15	Traffic Staging & Signage- Phase 3- Stage 5- Southbound Gutter Lanes (2 of 3)	11" x 17"
Figure 16	Traffic Staging & Signage- Phase 3- Stage 5- Southbound Gutter Lanes (3 of 3)	11" x 17"

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
Figure 17	Traffic Staging & Signage- Phase 3- Stage 6- Southbound Median Lanes (1 of 3)	11" x 17"
Figure 18	Traffic Staging & Signage- Phase 3- Stage 6- Southbound Median Lanes (2 of 3)	11" x 17"
Figure 19	Traffic Staging & Signage- Phase 3- Stage 6- Southbound Median Lanes (3 of 3)	11" x 17"
Figure 20	Traffic Staging & Signage- St. Mary's & Dakota Intersection NB Milling & Paving (1 of 1)	11" x 17"
Figure 21	Traffic Staging & Signage- St. Mary's & Dakota Intersection SB Milling & Paving (1 of 1)	11" x 17"

## **E2. MOBILIZATION AND DEMOBILIZATION PAYMENT**

### DESCRIPTION

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

### SCOPE OF WORK

- E2.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
    - (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
    - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
    - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
    - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site(s);
    - (v) Other job related items.
  - (b) Demobilization shall include, but not be limited to:
    - (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;
    - (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
    - (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;
    - (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.
- E2.5 Access to the site, equipment parking, and staging areas are limited to that shown on the drawings or as approved by the Contract Administrator.

## MEASUREMENT AND PAYMENT

- E2.6 The lump-sum price for the Mobilization and Demobilization bid item shall not exceed five percent (5.00%) of the total bid price for the Contract.
- E2.6.1 Further to B9, B17, C12 and E2.6, should the lump sum price exceed 5% of the Total Bid Price the lump sum price will be reduced to 5% of the Total Bid Price, the Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.
- E2.7 Payment for Mobilization:
- (a) 60% of the lump-sum price will be paid to the contractor for Mobilization on the first Progress Estimate for the Contract.
- E2.8 Payment for Demobilization:
- (a) The remaining 40% of the lump-sum price will be paid upon:
- (i) Restoration of the site and/or sites to the satisfaction of the Contract Administrator;
- (ii) Distribution of the Declaration of Total Performance.
- E2.9 Pay Reduction for Accessibility Plan
- (a) The Demobilization payment will be reduced by the number of pay adjustments incurred in accordance with 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. OFFICE FACILITIES

- E4.1 The Contractor shall supply office facilities meeting the following requirements:
- (a) The field office shall be for the exclusive use of the Contract Administrator.
- (b) The building shall be conveniently located near the site of the Work.
- (c) The building shall have a minimum floor area of 25 square metres, a height of 2.4 m with two windows for cross ventilation and a door entrance with a suitable lock.
- (d) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
- (e) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three wall outlets.
- (f) The building shall be furnished with one desk, one drafting table, table 3m x 1.2m, one stool, one four drawer legal size filing cabinet, and a minimum of 12 chairs.
- (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
- (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when he/she deems it necessary.
- E4.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.

E4.3 The office facilities will be provided from the date of the commencement of the Work to the date of Total Performance.

## **E5. PROTECTION OF EXISTING TREES**

- E5.1 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.
- E5.2 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.
- E5.3 No separate measurement or payment will be made for the protection of trees.
- E5.4 Except as required in E5.1(c) and E5.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

## **E6. TRAFFIC CONTROL**

- E6.1 Further to 3.6, 3.7 and 3.8 of CW 1130:
- (a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
  - (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the Manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC, the Contract Drawings, Staging Plans and Traffic Management Plans or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
  - (c) In addition, the Contractor shall be responsible for **supplying**, removing, placing and maintaining all regulatory signing including but not limited to:
    - (i) Parking restrictions;
    - (ii) Stopping restrictions;
    - (iii) Turn restrictions;
    - (iv) Diamond lane removal;

- (v) Full or directional closures on a Regional Street;
  - (vi) Traffic routed across a median;
  - (vii) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
- (d) The Contractor shall remove and stockpile any regulatory signage not required during construction such as, but not limited to, parking restrictions, turn restrictions and loading restrictions.
- E6.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- E6.3 Further to E6.1(c) and E6.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E6.4 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.
- E6.5 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.

## **E7. TRAFFIC MANAGEMENT**

- E7.1 Further to 3.7 of CW 1130:
- (a) Where not shown on the Drawings, single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.
- E7.1.1 An approved traffic staging/ signage plan is included in the Drawings. Any changes to this plan with respect to lane closures must be approved by the Contract Administrator.
- E7.1.2 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E7.1.3 Intersecting local streets, median openings and private accesses shall be maintained at all times unless joint/ slab repairs or planning/ paving operations require temporary closure. Temporary closures are to be staggered such that consecutive intersections are not closed at the same time.
- E7.1.4 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, they shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E7.1.5 Pedestrian access must be maintained on the one side of St. Mary's Road at all times. One pedestrian crossing in the east-west direction must be maintained at each of the signalized intersections at all times.
- E7.1.6 Ambulance/emergency vehicle access must be maintained at all times.
- E7.1.7 Dakota Collegiate will have a convocation ceremony on Friday, June 26, 2026. The Contractor will be expected to ensure that the Site in the vicinity of the school is in as clean and safe a condition as possible.

## **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 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 421 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. SUPPLY AND INSTALLATION OF PAVEMENT REPAIR FABRIC**

### DESCRIPTION

- E12.1 General
- E12.1.1 This specification covers the supply and installation of pavement repair fabric.
- E12.1.2 Referenced Standard Construction
- (a) CW 3130 – Supply and Installation of Geotextile Fabrics.

### MATERIALS

- E12.2 Storage and Handling
- E12.2.1 Store and handle material in accordance with Section 2 of CW 3130.
- E12.3 Pavement Repair Fabric
- E12.3.1 Pavement repair fabric will be Glas Grid Road Reinforcement Mesh - Style 8501.

## CONSTRUCTION METHODS

### E12.4 General

- E12.4.1 Install pavement repair fabric at random locations as directed by the Contract Administrator.
- E12.4.2 The extent of the placement limits and quantities required will be determined by the Contract Administrator and provided 48 hours prior to the placement of asphalt.
- E12.4.3 Proceed with installation upon completion and acceptance of the asphalt levelling course.
- E12.4.4 Install fabric in accordance with the manufacturer's specifications and recommendations.
- E12.4.5 Only construction equipment required to place the final asphalt surface course will be allowed to travel on the exposed fabric.
- E12.4.6 Replace damaged or improperly placed fabric.
- E12.4.7 Ensure temperature of the asphalt material does not exceed the melting point of the fabric.

## MEASUREMENT AND PAYMENT

### E12.5 Pavement Repair Fabric

- E12.5.1 The supply and installation of the pavement repair fabric will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Pavement Repair Fabric". The area to be paid for will be the total number of square metres of pavement repair fabric supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

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

### DESCRIPTION

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

### CONSTRUCTION METHODS

- E13.2 Add the following to section 9 :
  - E13.2.1 As shown on the drawings and as directed by the Contract Administrator, construct sidewalk with block outs and/or monolithic curb and sidewalk with block outs, to allow for the installation of indicator surfaces.
  - E13.2.2 Verify dimensions of paving stones (indicator surface) prior to construction of the block-outs. Gaps between paving stones and concrete pavement shall not exceed five (5) millimetres.
  - E13.2.3 Concrete curbs for monolithic curb and sidewalk with block outs shall be constructed in accordance with CW 3240.

### MEASUREMENT AND PAYMENT

- E13.3 Add the following to section 12 :
  - E13.3.1 Construction of concrete sidewalks with block outs for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

### BASIS OF PAYMENT

- E13.4 Add the following to section 13 :

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

E13.4.2 Items of Work:

(a) 100 mm Sidewalk with Block Outs

(b) 150 mm Sidewalk with Block Outs

\* - reveal height and type

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

## **E14. PAVING STONES FOR INDICATOR SURFACES**

### DESCRIPTION

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

### MATERIALS

E14.2 Add the following to section 5 :

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

E14.2.2 Paving Stones for indicator surfaces shall be :

Barkman Concrete paving stones -  
Charcoal Holland Paver (60mm X 210 mm X 210 mm)  
<https://www.barkmanconcrete.com/>

### CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

### MEASUREMENT AND PAYMENT

E14.5 Add the following to section 12 :

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

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

## BASIS OF PAYMENT

E14.7 Add the following to section 13 :

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

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

## E15. ASPHALT PAVEMENT SPECIAL PROVISIONS

E15.1 The asphalt pavement Special Provisions found in Appendix "B" apply to the Work.

E15.1.1 Further to 6.4.4, the Contractor shall not pave during rain.

E15.1.2 Hand placement of asphalt in newly poured full depth joint repairs to make up the difference in grade between the top of the concrete joint and the milled asphalt surface shall be measured in accordance with "Construction of Asphalt Patches" and paid for as "Construction of Asphalt Patches for Joint Repairs:."

## E16. SIDEWALK EXPANSION JOINTS

### DESCRIPTION

E16.1 Further to CW 3325 - R5, CW 3235-R9 and CW 3310-R19, this specification covers the supply and installation of expansion joints to be constructed within concrete sidewalk.

E16.2 Referenced Standard Details

(a) SD-228D Sidewalk Expansion Joints (Appendix "C")

### MATERIALS

E16.3 Use only those materials listed as Approved Products for Surface Works. The Approved Products are available in Adobe Acrobat (.pdf) format at the City of Winnipeg, Corporate Finance, Material Management Internet site at:  
[https://legacy.winnipeg.ca/finance/findata/matmgt/std\\_const\\_spec/current/Docs/Approved\\_Product\\_Surface\\_Works.pdf](https://legacy.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Product_Surface_Works.pdf)

E16.4 Expansion Joint Filler

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

E16.5 Reinforcing Steel

(a) 300mm long 10M dowels. Dowel bars shall be plain round bars of grade 300 or better in accordance with CSA G40.21. Epoxy coating shall meet the requirements of ASTM Standard A934/A934M, Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.

(b) The dowels shall be placed half depth of the sidewalk and aligned parallel to the centreline and surface of the slab with a maximum allowable tolerance of  $\pm 5$  mm. The dowels shall be positioned sufficiently rigid so the dowels are held in alignment within the specified tolerance, both horizontally and vertically, until the concrete placing and setting cycle is complete.

(c) All areas of the dowel bar with damaged epoxy coating shall be cleaned and painted to the satisfaction of the Contract Administrator.

- (d) All dowels shall be thoroughly coated with a thin uniform coating of bond breaker or lubricant such as oil, grease, or synthetic materials to prevent bonding with the concrete for the length of the dowel. The bond breaker coating shall be smooth and free of voids.

#### CONSTRUCTION METHODS

- E16.6 Install sidewalk expansion joints as detailed in SD-228D Sidewalk Expansion Joints.
- E16.7 Expansion joints shall be constructed and installed as indicated in the Contract Documents or directed by the Contract Administrator.
- E16.8 The fiber joint filler shall extend the full width and depth of the sidewalk. Any excess material shall be trimmed to match the surface of the concrete.
- E16.9 Dowels shall be placed at 0.45m O/C spacing. Three dowels shall be installed at each expansion joint no closer than 0.15m from edge of concrete. If dowels are displaced during concrete placing operations, concrete placement shall cease and shall not resume until the displaced dowels have been reset to the true design position.
- E16.10 Once dowels are in position, they shall be inspected and approved by the Contract Administrator before any concrete is placed. Otherwise the concrete will be rejected by the Contract Administrator and shall be removed by the Contractor at his own expense.
- E16.11 Expansion joints shall be installed every 15 meters when constructing new or renewing existing sidewalk. If sidewalk is constructed during cold weather concreting period, expansion joints shall be installed every 12 meters. Expansion joints shall not be installed when renewing less than 15m of sidewalk.
- E16.12 Where the Drawings call for a new slab to be tied into an existing slab along a transverse joint, the Contractor shall construct an expansion joint and install dowels into the existing slab in accordance with Clause 6.3.2., CW 3310. Following installation of dowels, the ends of the dowels that extend into the new area shall be completely coated with a thin uniform coating of approved bond breaker or lubricant.
- E16.13 When replacing heaved panels in an existing sidewalk, expansion joints shall be installed on both ends of the replaced panels.
- E16.14 Expansion joints shall not be installed when constructing monolithic curb and sidewalk.
- E16.15 Expansion joints shall be installed when installing separate concrete splash strip.

#### MEASUREMENT AND PAYMENT

- E16.16 No payment shall be made for supplying all materials and for performing all operations herein described and all other items incidental to the Work included in this Specification

#### **E17. MANITOBA HYDRO GAS INFORMATION**

- E17.1 While working in close proximity to Manitoba Hydro gas infrastructure, all procedures and precautions outlined in Appendix 'D' as well as any supplemental direction from Manitoba Hydro must be adhered to. Ensure that all locates and clearances are current and have been received and understood prior to construction.
- E17.2 Any costs associated with the provision of Safety Watches for Manitoba Hydro gas infrastructure will be considered incidental to the Work and no payment will be made

#### **E18. WORKING AROUND MANITOBA HYDRO POLES**

##### GENERAL REQUIREMENTS

- E18.1 When excavating within 3.0 metres of a Manitoba Hydro wood pole, a Safety Watch will be required. The Contractor shall provide a digger truck capable of holding the pole in place while excavation and granular subbase backfill is completed back to original grade.
- (a) The digger truck to be provided by the Contractor shall be to the satisfaction of the Contract Administrator and Manitoba Hydro Safety Watch personnel.
- (b) See Appendix 'E' for allowable excavations around existing poles.

#### MEASUREMENT AND PAYMENT

- E18.2 The Work described in this Specification will be considered incidental to "Excavation" and no measurement or payment will be made.

### **E19. REMOVAL OF TREE STUMPS**

#### DESCRIPTION

- E19.1 This Specification shall cover the grinding of existing tree stumps shown on the drawings and as directed by the Contract Administrator. The work to be done under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary and incidental to the satisfactory performance and complete of all Work as specified. This Specification supplements CW 3010.

#### CONSTRUCTION METHODS

- E19.2 The Contractor shall grind tree stumps to a minimum of 300mm below finished grade of the concrete sidewalk or boulevard. Finished grade shall be determined by the Contract Administrator
- E19.3 The Contractor shall remove and/or dispose of all material resulting from the Work immediately by removing to a landfill site.

#### MEASUREMENT AND PAYMENT

- E19.4 Tree Stump removal will be measured on a unit basis and paid for at the Contract Unit Price for "Tree Stump Removal". The number to be paid for will be the total number of existing tree stumps removed and disposed of in accordance with this Specification, accepted and measured by the Contract Administrator.

### **E20. REMOVAL OF EXISTING TREE WELLS**

#### DESCRIPTION

- E20.1 This Specification shall cover the removal of existing tree wells shown on the drawings and as directed by the Contract Administrator. The work to be done under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary and incidental to the satisfactory performance and complete of all Work as specified.

#### CONSTRUCTION METHODS

- E20.2 The Contractor shall remove the concrete strips at existing tree wells no longer in use.
- E20.3 The Contractor shall remove and/or dispose of all material resulting from the Work.

#### MEASUREMENT AND PAYMENT

- E20.4 Tree well removal will be measured on a unit basis and paid for at the Contract Unit Price for "Removal of Existing Tree Well". The number to be paid for will be the total number of existing tree wells removed and disposed of in accordance with this Specification, accepted and measured by the Contract Administrator.

## **E21. REMOVAL OF EXISTING INTERLOCKING PAVERS**

### DESCRIPTION

- E21.1 This Specification shall cover the removal of existing interlocking pavers shown on the drawings and as directed by the Contract Administrator. The work to be done under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies, and all things necessary and incidental to the satisfactory performance and complete of all Work as specified.

### CONSTRUCTION METHODS

- E21.2 The Contractor shall remove and dispose of existing interlocking pavers as shown on the drawings or as directed by the Contract Administrator.

### MEASUREMENT AND PAYMENT

- E21.3 Removal of existing interlocking pavers will be measured on an area basis and paid for at the Contract Unit Price for "Removal of Existing Interlocking Pavers". The area to be paid for will be the total number of square meters of existing interlocking pavers removed and disposed of in accordance with this Specification, accepted and measured by the Contract Administrator.

## **E22. CITY OF WINNIPEG REVISED STANDARD DETAILS**

- E22.1 The City of Winnipeg Revised Standard Details found in Appendix "C" supersede previous versions and apply to the Work.

## **E23. CUTOVERS (TRAFFIC SIGNALS)**

- E23.1 Perform the following tasks for cutovers:
- (a) Expose existing conduits where new conduit is specified to be coupled.
  - (b) Remove cables from the conduit (if present).
  - (c) Cut conduit at specified location.
  - (d) Push existing cables into new conduit (if present).
  - (e) Couple old and new conduits together as specified in SD-340.
  - (f) Backfill as specified in SD-342.
  - (g) Restore as directed by the Contract Administrator.

### MEASUREMENT AND PAYMENT

- E23.2 Cutovers
- (a) As per 4.15 of CW 3620.

## **E24. INSTALLATION OF EARLY OPEN CONCRETE BASES (TRAFFIC SIGNALS)**

### DESCRIPTION

- E24.1 This Specification shall cover the installation of early open concrete bases.

### MATERIALS

- E24.2 Early Open Concrete Bases
- (a) Supply concrete for bases in accordance with CW 2160, Table CW 2160.1 Design Requirements for Concrete Used for Underground Structures, for Type A Structures (monolithic sewers and reinforced structures).

- (b) Further to E26.2(a), the supplied concrete shall achieve a minimum compressive strength of 22 MPa at 48 hours.
- (c) City supplied materials shall be as per Section 2.10 of CW 3620.

#### CONSTRUCTION METHODS

##### E24.3 Early Open Concrete Bases

- E24.3.1 Install early open concrete bases as per Section 3.7 of CW 3620.

#### MEASUREMENT AND PAYMENT

##### E24.4 Early Open Concrete Bases

- E24.4.1 Installation of concrete bases shall be measured on a unit basis and paid for at the Contract Unit Price per unit for the "Items of Work" listed below. The number of units to be paid for shall be the total number of concrete bases installed in accordance with this Specification, accepted and measured by the Contract Administrator.

###### **Items of Work:**

- (a) Signal Pole Base Early Open – Type A
  - (b) Signal Pole Base Early Open – Type OD
  - (c) Signal Pole Base Early Open – Type G
  - (d) Signal Pole Base Early Open – Type J
- E24.4.2 Payment for the items of work in this Specification include the supply and installation of ready mix or mixed concrete on site.
  - E24.4.3 Payment for the items of work listed above include the supply and installation of grounding rods (electrodes) installed with the concrete bases.
  - E24.4.4 Payment for the items of work listed above include boring.
  - E24.4.5 Payment for the items of work listed above include top ring forms.

#### **E25. SERVICE BOX PRE-CAST (TRAFFIC SIGNALS)**

##### DESCRIPTION

- E25.1 This Specification covers the use and installation of a service box pre-cast (SD-322 Rev 2) 17" x 30" x 18" and 13" x 24" x 18".

##### MATERIALS

- E25.2 Materials shall be as per Section 2 of CW 3620

##### CONSTRUCTION METHODS

##### E25.3 Service Box Pre-cast

- (a) Install pre-cast service box in grass boulevards/ medians, and hard surfaced medians or as shown on the Drawings or as directed by the Contract Administrator.
- (b) Fill bottom of excavation with compacted limestone base course material to set precast service box to grade.
- (c) Install pre-cast service box on top of the compacted granular fill material to pavement, sidewalk or boulevard finished grade.
- (d) All conduits must be bundled into a group in the centre of the pre-cast service box. Install plastic plugs prior to backfill.
- (e) Backfill around pre-cast service box exterior. Backfill shall conform with the requirements of SD-342.

- (f) Pre-cast service boxes shall meet the grade of the sidewalk or boulevard given by the Contract Administrator.

#### MEASUREMENT AND PAYMENT

#### E25.4 Service Box Pre-cast

- E25.4.1 Installation of service boxes shall be measured on a unit basis and paid for at the Contract Unit Price per unit for "Service Box Pre-Cast". The number of units to be paid for shall be the total number of service boxes installed in accordance with this Specification, accepted and measured by the Contract Administrator.

#### **E26. SPLICING CONDUIT (TRAFFIC SIGNALS)**

- E26.1 In addition to CW 3620 3.11.12, Joining of conduit will not be allowed except:

- (a) Where joining of conduit is required for Convenience of Road Construction Sequencing with a maximum of one (1) joint per conduit.

- E26.2 In place of CW 3620 3.11.13, Joining of conduit shall use an approved oversize coupler to connect nominal size 1.5" or 2" LDPE pipe, IPEX Series 75, installation to follow manufacture's recommendations.

- (a) Approved Products:

- (i) Plasson Universal Slip Repair Coupler 60-64, Product Code: 176100060064 for use with nominal 2" LDPE.
- (ii) Plasson Universal Slip Repair Coupler 48-51, Product Code: 176100048051 for use with nominal 1.5" LDPE.

- (b) Substitutes will not be allowed except:

- (i) Where application has been made to and approval has been provided by Traffic Signals. The Contractor shall provide sufficient information and details to enable the Traffic Signals to determine acceptability.

- E26.3 As per CW 3620 4.11.5, No measurement or payment shall be made for Joining of Conduit.

- E26.3.1 Removal of CW 3620 2.10.1 (b) Conduit coupling pipe and gear clamps.