



THE CITY OF WINNIPEG

TENDER

TENDER NO. 397-2026

2026 STREETS MAINTENANCE PRESERVATION PROGRAM

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2026 Streets Maintenance Preservation Program

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 20,2026.

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 D3.1.

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D3.

B6. SUBSTITUTES

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

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

B7. BID COMPONENTS

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

B8. BID

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

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

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

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

B9. PRICES

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

B9.1.1 Prices stated on Form B: Prices shall not include any costs which may be incurred by the Contractor with respect to any applicable funding agreement obligations as outlined in C24. Any such costs shall be determined in accordance with C24.

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
- (b) 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)

- 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.

- 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.

B14.3 After award of Contract, the name(s) of the successful Bidder(s) and their Contract amount(s) will be available on the MERX website at www.merx.com.

B14.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities

having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

B15. IRREVOCABLE BID

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

B16. WITHDRAWAL OF BIDS

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

B17. EVALUATION OF BIDS

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B17.3 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 adjusted, if necessary, as follows:
- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
 - (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) in the order listed until a Total Bid Price within the budgetary provision is achieved.
 - (i) Part 1 and Part 2 have separate budgetary provisions and will be evaluated as per B17.4(b) until the Total Prices of Part 1 and Part 2 are within their respective budgetary provisions. Project Location will be removed in the order below as follows:
 - Part 1
 - (i) Southbound Plessis Road – Dugald Road to 1194 Plessis Road
 - (ii) Northbound Plessis Road – Dugald Road to 1194 Plessis Road

- (iii) Westbound Grant Avenue – Shaftesbury Boulevard to Chalfont Road
 - (iv) Eastbound Grant Avenue – West limit of Haney Street to 160m West of Shaftesbury Boulevard
- Part 2
- (i) Lagimodiere Boulevard Southbound Shoulder Reconstruction – Leveque Street to Paterson Street
 - (ii) Lagimodiere Boulevard Southbound Shoulder Reconstruction – Paterson Street to Cottonwood Road
 - (iii) Lagimodiere Boulevard Northbound Shoulder Reconstruction – 370m North of Betournay street to 500 North of Betournay Street

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

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

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:

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

B18.3 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.

B18.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2025-11-01) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Tender to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of:
- (a) Asphalt Mill and Fill
 - (i) Northbound Plessis Road – Dugald Road to 1194 Plessis Road
 - (ii) Southbound Plessis Road – Dugald Road to 1194 Plessis Road
 - (iii) Eastbound Grant Avenue – West Limit of Haney Street to 160m West of Shaftesbury Boulevard
 - (iv) Westbound Grant Avenue – Shaftesbury Boulevard to Chalfont Road
 - (b) Asphalt Paving of Granular Shoulder Reconstruction
 - (i) Northbound Lagimodiere Boulevard – 370m North of Betournay Street to 500m North of Betournay Street
 - (ii) Southbound Lagimodiere Boulevard – Cottonwood Road to Paterson Street to Leveque Street
- D2.2 The major components of the Work are as follows:
- (a) Asphalt Mill and Fill
 - (i) Asphalt pavement milling (average thickness 50mm)
 - (ii) Renewal of existing concrete joints through full depth concrete repairs
 - (iii) Partial depth asphalt patching of existing concrete joints
 - (iv) Placement of Pavement Repair Fabric
 - (v) Renewal of existing sidewalk, curbs, splash strips and median slabs as required
 - (vi) Placement of asphalt overlay (average thickness 50mm)
 - (vii) Reflective crack maintenance
 - (viii) Boulevard restoration as required
 - (b) Asphalt Paving of Granular Shoulder Reconstruction
 - (i) Excavation
 - (ii) Placement of separation of Geotextile fabric
 - (iii) Placement of base course and subbase
 - (iv) Renewal of existing curb as required
 - (v) Minor pavement repairs adjacent to roadway shoulder as required
 - (vi) Inlet adjustment as required
 - (vii) Placement of asphalt pavement
 - (viii) Boulevard restoration

D3. CONTRACT ADMINISTRATOR

- D3.1 At the pre-construction meeting, Steve Penner, Eng.L. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

- D3.1 The Contract Administrator is KGS Group, represented by:
Steve Penner, Eng.L.
Highway Leads/ Senior Project Manager
Telephone No. 431-778-3244
Email Address Spenner@kgsgroup.com
- D3.2 At the pre-construction meeting, Steve Penner, Eng.L. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

- D4.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2 At least two (2) Business Days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D4.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

- D5.1 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.

D6. SAFE WORK PLAN

- D6.1 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.
- D6.2 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>
- D6.3 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.

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance

of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

- (c) all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D7.2 Deductibles shall be borne by the Contractor.

D7.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D7.4 The Contractor shall provide:

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

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

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

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

D7.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

D8. CONTRACT SECURITY

D8.1 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.

D8.1.1 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/>

- D8.1.2 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 D8.1(b).

D8.1.3 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.

D8.1.4 Digital bonds passing the verification process will be treated as original and authentic.

- D8.2 The Contractor shall provide:
- (a) the required Contract Security to:

The City of Winnipeg
Legal Services Department
185 King Street, 3rd 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.

- D8.3 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 D8.1(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.

D9. SUBCONTRACTOR LIST

- D9.1 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.

D10. DETAILED WORK SCHEDULE

- D10.1 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.

- D10.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work; and
 - (b) a Gantt chart for the Work based on the C.P.M. schedule.
- all acceptable to the Contract Administrator.
- D10.3 Further to D10.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- D10.4 Further to D10.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D11. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

- D11.1 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.
- D11.2 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.
- D11.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D11.4 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
- D11.5 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.
- D11.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D11.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

- D11.8 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

D12. COMMENCEMENT

- D12.1 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.
- D12.2 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 D5;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
 - (iv) the Safe Work Plan specified in D6;
 - (v) evidence of the insurance specified in D7;
 - (vi) evidence of the contract security specified in D8;
 - (vii) the subcontractor list specified in D9;
 - (viii) the detailed work schedule specified in D10;
 - (ix) the Requirements for Site Accessibility Plan specified in D11; 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.
- D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.

D13. WORKING DAYS

- D13.1 Further to C1.1(xx);
- D13.1.1 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.
- D13.1.2 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.
- D13.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

D14. RESTRICTED WORK HOURS

- D14.1 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.

D15. WORK BY OTHERS

- D15.1 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.
- D15.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) City of Winnipeg Traffic Services – Install permanent signage following the completion of construction. Fabricate, supply and place Wayfinding Signage as required. It is expected that the Contractor will coordinate with Traffic Services as required.
 - (b) City of Winnipeg Traffic Management – Approve all lane closure requests and detour routes.
 - (c) City of Winnipeg Traffic Signals – Traffic signal loops may require decommissioning and reinstallation.
 - (d) Winnipeg Transit – The Contractor will be required to coordinate with Winnipeg Transit for stop closures and/or temporary relocations in order to maintain service and minimize disruptions.
 - (e) Manitoba Hydro – The Contractor will be required to coordinate all utility watches with Manitoba Hydro as required
 - (f) Various Utilities – The Contractor will be required to coordinate all utility watches with the various utility companies as required.
- D15.3 Further to D15.1 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 D15.2 or additional parties, in their construction schedule as per D10 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D16. SEQUENCE OF WORK

- D16.1 Further to C6.1, the sequence of work shall be as follows:
- D16.1.1 Construction activity is to be limited to a single lane of the roadway at a time unless otherwise noted. No construction shall commence on the subsequent lane until all work is completed on the other lane under construction or as otherwise permitted by the Contract Administrator
It is expected that the Contractor will grow the Work Zone as construction progresses in order to minimize traffic disruptions
- D16.1.3 Partial Depth Concrete Repairs shall be completed prior to Full Depth Repairs.
- D16.1.4 Initial planing operations are to be limited to the gutter lane of the roadway. Planing of the subsequent lanes of the roadway shall not commence until the Contract Administrator has approved the opening of the previous lanes to traffic following placement of the first lift of asphalt.
- (a) Traffic will not be permitted to be maintained on a milled asphalt surface.
- D16.1.5 Asphalt drop offs will not be permitted to remain overnight.

D17. SUBSTANTIAL PERFORMANCE

- D17.1 The Contractor shall achieve Substantial Performance within seventy (70) consecutive Working Days of the commencement of the Work as specified in D12.
- D17.2 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.
- D17.3 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.

D18. TOTAL PERFORMANCE

- D18.1 The Contractor shall achieve Total Performance within seventy five (75) consecutive Working Days of the commencement of the Work as specified in D12.
- D18.2 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.
- D18.3 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.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – three thousand dollars (\$3000).
 - (b) Total Performance – one thousand dollars (\$1500).
- D19.2 The amounts specified for liquidated damages in D19.1 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.
- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D20. SCHEDULED MAINTENANCE

- D20.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Reflective Crack Maintenance as specified in CW 3250-R7;
 - (b) Sod Maintenance as specified in CW 3510-R10.
- D20.2 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

D21. JOB MEETINGS

- D21.1 Regular weekly job meetings will be held at 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.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D22.1 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).

D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D23.1 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

D24. FUEL PRICE ADJUSTMENT

- D24.1 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.
- D24.1.1 Eligible Work will be determined in accordance with D24.5.
- D24.1.2 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.
- D24.1.3 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.
- D24.1.4 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.

- D24.2 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.
- D24.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.
- D24.4 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.
- D24.5 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

D25. WARRANTY

- D25.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D25.2 Notwithstanding C13.2 or D25.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of ^ 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.
- D25.2.1 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.

INDEMNITY

D26. INDEMNITY

- D26.1 Indemnity shall be as stated in C17.

FORM J: SUBCONTRACTOR LIST
(See D9)

2026 STREETS MAINTENANCE PRESERVATION PROGRAM

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
<u>Supply of Materials:</u>		
Concrete		
Asphalt		
Basecourse and Subbase		
Geotextile		
Sod		
Frames and Covers		
<u>Installation/Placement</u>		
Concrete		
Asphalt		
Basecourse and Subbase		
Joint/ Crack Sealing		
Geotextile		
Asphalt Milling		
Sod		
<u>Others:</u>		

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>
C-001	Cover Sheet, Drawing List, & Site Location Map	A1
C-101	Grant Avenue Eastbound – Asphalt Mill and Fill Haney St to Sta 1+315	A1
C-102	Grant Avenue Eastbound – Asphalt Mill and Fill Sta 1+315 to Sta 1+645	A1
C-103	Grant Avenue Eastbound – Asphalt Mill and Fill Sta 1+645 to Sta 1+975	A1
C-104	Grant Avenue Eastbound & Westbound – Asphalt Mill and Fill Sta 1+975 to Sta 2+305	A1
C-105	Grant Avenue Eastbound & Westbound – Asphalt Mill and Fill Sta 2+305 to Sta 2+635	A1
C-106	Grant Avenue Eastbound & Westbound – Asphalt Mill and Fill Sta 2+635 to Sta 2+965	A1
C-107	Grant Avenue Eastbound & Westbound – Asphalt Mill and Fill Sta 2+965 to Sta 3+295	A1
C-108	Grant Avenue Eastbound & Westbound – Asphalt Mill and Fill Sta 3+295 to Sta Shaftesbury Blvd	A1
C-109	Plessis Road Northbound & Southbound – Asphalt Mill and Fill Dugald St to Sta 1+180	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
C-110	Plessis Road Northbound & Southbound – Asphalt Mill and Fill Sta 1+180 to Sta 1+345	A1
C-111	Plessis Road Northbound & Southbound – Asphalt Mill and Fill Sta 1+345 to Sta 1+459	A1
C-112	Lagimodiere Boulevard Southbound – Asphalt Shoulder Reconstruction Leveque St to Sta 1+350	A1
C-113	Lagimodiere Boulevard Southbound – Asphalt Shoulder Reconstruction Sta 1+350 St to Sta 1+520	A1
C-114	Lagimodiere Boulevard Southbound – Asphalt Shoulder Reconstruction Sta 1+550 St to Sta 1+890	A1
C-115	Lagimodiere Boulevard Southbound – Asphalt Shoulder Reconstruction Sta 1+890 St to Cottonwood Rd	A1
C-116	Lagimodiere Boulevard Northbound – Asphalt Shoulder Reconstruction Sta 2+785 St to Sta 2+970	A1

E2. MOBILIZATION AND DEMOBILIZATION PAYMENT

DESCRIPTION

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

SCOPE OF WORK

- E2.4 Further to C12 of the General Conditions, where Mobilization and Demobilization is included as a bid item, it shall consist of the following, as applicable:
- (a) Mobilization shall include, but not be limited to:
 - (i) All activities and associated costs for transportation of the Contractor's personnel, equipment, and operating supplies to the site, and/or sites, and/or between sites;
 - (ii) Establishment of offices, buildings, other necessary general facilities and equipment parking/staging areas for the Contractor's operations at the site or sites;
 - (iii) Premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable;
 - (iv) General cleanup and housekeeping needed maintain a neat and orderly project site(s);
 - (v) Other job related items.
 - (b) Demobilization shall include, but not be limited to:
 - (i) All activities and costs for transportation of personnel, equipment, and supplies not used in the project from the site, and/or sites, and/or between sites;

- (ii) Disassembly, removal, and site cleanup and restoration of offices, buildings, and other facilities assembled on the site and/or sites;
- (iii) Repair of access roads, temporary haul roads, and equipment parking areas leaving the project site in the same or better condition than at the start of the project;
- (iv) General cleanup and housekeeping needed to restore a neat and orderly project site.

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

MEASUREMENT AND PAYMENT

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

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

E2.7 Payment for Mobilization:

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

E2.8 Payment for Demobilization:

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

E2.9 Pay Reduction for Accessibility Plan

- (a) The Demobilization payment will be reduced by the number of pay adjustments incurred in accordance with D11 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. CASH ALLOWANCE FOR ADDITIONAL WORK

E3.1 Additional Work may be necessitated due to unforeseen circumstances that may arise during the course of the project due to:

- (a) Additions to the scope of Work by the Contract Administrator, beyond that defined herein.

E3.2 A cash allowance has been included on Form B: Prices.

E3.3 The City reserves the right to delete any or all of the Cash Allowance from the Contract if the Work intended to be covered by the Cash Allowance is not required, or if the Works intended are found to be more extensive than the provisional Cash Allowance.

E3.4 Cost of additional work shall be evaluated by the methods outlined in C7.4, and a Change Order prepared by the Contract Administrator. Cost of the Change Order will be paid on the Progress Estimate and deducted from the Cash Allowance. If the valuation of the authorized work exceeds the Value of the Cash Allowance, the Contract Value will be adjusted by the shortfall.

E3.5 Additional services and/or Work will not be initiated for:

- (a) Reasons of lack of performance or errors in execution.
- (b) Scheduling changes initiated by the City, where at least 24 hours' notice is given prior to the Contractors schedule time to be on Site.

- E3.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.
- E3.7 Material Mark-Up Factors:
- (a) The base cost is to be the wholesale cost of the material, regardless of the Contractor or Subcontractor supplying the material.
 - (b) In general, the party (Contractor or Subcontractor) supplying the material is the party that purchases the material from a supplier who does not perform any work on Site, unless otherwise determined by the Contract Administrator.
 - (c) Where the Contractor is supplying the material, the mark-up on the material is limited to fifteen percent (15%).
 - (d) Where the Contractor's immediate Subcontractor is supplying the material the total mark-up on the material including all Subcontractors and the Contractor is limited to twenty-five percent (25%)
 - (i) The Subcontractor's mark-up on the material is limited to fifteen percent (15%);
 - (ii) The Contractor's mark-up on the material is limited to ten percent (10%).
 - (e) A Third-Level Subcontractor is a Subcontractor of a Subcontractor of the Contractor.
 - (i) No Third-Level Subcontractors on this project are approved for additional mark-up.
 - (ii) In the event that a Third-Level Subcontractor is utilized, that is not approved for additional mark-up, the Contractor is responsible for coordinating the split of the maximum approved mark-up between the Contractor and Subcontractors.

E4. PROTECTION OF EXISTING TREES

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

E5. TRAFFIC CONTROL

E5.1 Further to 3.6, 3.7 and 3.8 of CW 1130:

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

E5.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

E5.3 Further to E5.1(c) and E5.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.

E5.4 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of five (5) Working Days prior to the required change for approval.

E5.5 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services may be engaged to perform the Traffic Control. In this event the Contractor shall bear costs charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works.

E6. TRAFFIC MANAGEMENT

E6.1 Further to 3.7 of CW 1130:

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

E6.2 Intersecting local street, median opening and private approach access shall be maintained at all times unless joint/slab repairs or planing/paving operations require temporary closure.

Temporary closures are to be staggered such that consecutive intersections are not closed at the same time. Traffic on intersecting regional/collector streets (list streets) shall be maintained at all times as stated in E6.1 **Error! Reference source not found.** unless planing/paving operations require temporary complete closures. Temporary complete closures shall be no longer than 10 minutes during asphalt planing/paving operations and shall be completed during off peak hours.

- E6.3 When no work is being performed on a portion of the site more than three hundred and fifty (350) m in length, the Contractor shall maintain two (2) lanes in the area where no Work is being performed. Depending on what tasks are being performed, the Contractor shall manage traffic around their crews with a moving or growing protected Work Zone as to minimize the length of the closure to the best of their ability.
- E6.4 The Contractor is to provide a minimum Ten (10) Working Day notice prior to the anticipated start of construction on any street requiring a Designated Construction Zone, directional closure or the "Closure of Two Adjacent Lanes of a Four Lane Undivided Street" (Figure 5 & 6 of the MTTC).
- E6.5 Where left turn lanes exist, an additional lane to accommodate the left turn storage lane shall be maintained at all times.
- E6.6 For "Long Term Closures of Half of a Non-Regional Street" (Figure 28 of the MTTC), Work Areas shall not exceed 75m unless previously approved by the City of Winnipeg Traffic Management Branch, Traffic Services and the Contract Administrator. Private approaches and/or side streets should not be included within the work zone limits.
- E6.7 Location Specific Requirements
- E6.7.1 Plessis Road
- (a) Work is to be completed one lane at a time.
 - (b) Access to existing turn lanes and median openings is to be maintained.
 - (c) Coordination with Transit will be required.
- E6.7.2 Eastbound Grant Avenue
- (a) A Designated Construction Zone with speed reduction will be required.
 - (b) Work is to be completed one lane at a time.
 - (c) Access to existing turn lanes and median openings is to be maintained.
 - (d) Coordination with Transit will be required.
- E6.7.3 Westbound Grant Avenue
- (a) A Designated Construction Zone with speed reduction will be required.
 - (b) Work is to be completed one lane at a time.
 - (c) Access to existing turn lanes and median openings is to be maintained.
 - (d) Coordination with Transit will be required.
- E6.7.4 Lagimodiere Boulevard (Shoulder Reconstruction)
- (a) A Designated Construction Zone with speed reduction will be required.
 - (b) Only a single lane is to be closed at any one time.
 - (c) Access to existing turn lanes is to be maintained.
 - (d) Coordination with Transit will be required.
- E6.8 The Contractor shall provide and maintain all Traffic Control devices as per the requirements of the City of Winnipeg Manual of Temporary Traffic Control.

E6.9 The Contractor may propose alternative traffic control configurations. Acceptance of these alternatives will be at the discretion of the City of Winnipeg Traffic Management Branch, Traffic Services and the Contract Administrator.

E6.9.1 Flag persons may be necessary to maintain the flow of traffic during certain work operations.

E6.9.2 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.

E6.9.3 Pedestrian access must be maintained in at least two directions at all times. One pedestrian crossing in the east-west direction and one in the north-south direction must be maintained at all intersections at all times.

E6.9.4 Ambulance/emergency vehicle access must be maintained at all times.

E7. PEDESTRIAN SAFETY

E7.1 During the project, a temporary snow fence shall be installed where open excavation are adjacent to pedestrian . The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.

E8. WATER OBTAINED FROM THE CITY

E8.1 Further to 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

E9. SURFACE RESTORATIONS

E9.1 Further to 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E10. SUPPLY AND INSTALLATION OF PAVEMENT REPAIR FABRIC

DESCRIPTION

E10.1 General

E10.1.1 This specification covers the supply and installation of pavement repair fabric.

E10.1.2 Referenced Standard Construction

(a) CW 3130 – Supply and Installation of Geotextile Fabrics.

MATERIALS

E10.2 Storage and Handling

E10.2.1 Store and handle material in accordance with Section 2 of CW 3130.

E10.3 Pavement Repair Fabric

E10.3.1 Pavement repair fabric will be Glas Grid Road Reinforcement Mesh - Style 8501.

CONSTRUCTION METHODS

E10.4 General

- E10.4.1 Install pavement repair fabric at random locations as directed by the Contract Administrator.
- E10.4.2 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.
- E10.4.3 Proceed with installation upon completion and acceptance of the asphalt levelling course.
- E10.4.4 Install fabric in accordance with the manufacturer's specifications and recommendations.
- E10.4.5 Only construction equipment required to place the final asphalt surface course will be allowed to travel on the exposed fabric.
- E10.4.6 Replace damaged or improperly placed fabric.
- E10.4.7 Ensure temperature of the asphalt material does not exceed the melting point of the fabric.

MEASUREMENT AND PAYMENT

E10.5 Pavement Repair Fabric

- E10.5.1 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.

E11. PARTIAL DEPTH PATCHING OF EXISTING JOINTS

DESCRIPTION

E11.1 General

- E11.1.1 This specification covers the Partial Depth Patching of existing concrete pavement joints.
- E11.2 Referenced Standard Construction Specifications
 - (a) CW 3230 – Full-Depth Patching of Existing Slabs and Joints
 - (b) CW 3410 – Asphalt Concrete Pavement Works

MATERIALS

E11.3 Asphalt Materials

- E11.3.1 Asphalt material will be Type 1A supplied in accordance with Sections 5 and 6 of CW 3410.
- E11.4 Tack Coat
 - E11.4.1 Tack Coat will be undiluted SS-1 emulsified asphalt.

CONSTRUCTION METHODS

E11.5 Planing of Joints

- E11.5.1 Plane existing joints designated by the Contract Administrator to a minimum depth of 50 mm and a maximum of depth 90 mm to remove ravelled or deteriorated concrete. Width of joint to be planed will vary with depth.
- E11.5.2 Should the depth of joint deterioration exceed the maximum indicated, as determined by the Contract Administrator, the entire joint shall be renewed and paid for in accordance

with CW 3230 as a full depth joint repair. Planing completed shall be paid for in accordance with Section E11.7 of this specification.

E11.5.3 Dispose of material in accordance with Section 3.4 of CW 1130.

E11.6 Placement of Asphalt Material

E11.6.1 Prior to placement of asphalt material, the planed joint shall be swept or blow clean of any loose material.

E11.6.2 Apply Tack Coat uniformly on the entire surface of the planed joint. The application rate shall not exceed 0.23 litres per square metre. The planed joint shall be dry prior to applying the tack coat.

E11.6.3 Place and compact asphalt material in accordance with Section 9.3 of CW 3410 to the satisfaction of the Contract Administrator. The finished elevation of the patch shall be flush with surrounding pavement surface.

E11.6.4 Compact the asphalt material to an average 95% of the 75 blow Marshall Density of the paving mixture with no individual test being less than 90 %.

E11.6.5 Ensure that no traffic is allowed to travel over the patched area until the asphalt has cooled to atmospheric temperature.

MEASUREMENT AND PAYMENT

E11.7 Partial Depth Planing of Existing Joints

E11.7.1 Partial Depth Planing of Existing Joints will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Partial Depth Planing of Existing Joints". The area to be paid for will be the total number of square metres of joints planed in accordance with this specification, accepted and measured by the Contract Administrator.

E11.8 Asphalt Patching of Partial Depth Joints

E11.9 Asphalt Patching of Partial Depth Joints will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Asphalt Patching of Partial Depth Joints". The area to be paid for will be the total number of square metres of joints patched in accordance with this specification, accepted, and measured by the Contract Administrator.

E12. MIX DESIGN PROPORTION

E12.1 General

E12.1.1 Further to CW 3310-R18, this Specification covers the mix proportion for all concrete types related to, the construction of Portland Cement Concrete pavements, curbs, gutters, private approaches, bull-noses, median slabs, medians, safety medians and boulevard splash strips, sidewalks and other related concrete works.

E12.2 Referenced Standard Construction Specifications

(a) CW 3310 – Portland Cement Concrete Pavement Works

E12.3 Mix Design

E12.3.1 Further to CW 3310-R18 Table CW 3310.5, the minimum cementitious contents shall be as follows:

- Type 1 - 380 kg/m³
- Type 2 - 360 kg/m³
- Type 3 - 380 kg/m³
- Type 4 - 380 kg/m³

- Type 5 - 340 kg/m³
- Type 6 - 360 kg/m³

E12.4 Requirements

E12.4.1 The Mix Design Statements for all the concrete shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval.

E12.5 Quality Assurance

E12.5.1 The Contract Administrator shall ensure the frequency and number of quality assurance tests in accordance with CW 3310.

E13. SOFT EXCAVATION TO EXPOSE UNDERGROUND UTILITIES

E13.1 DESCRIPTION

E13.1.1 This specification covers the soft excavation to expose underground utilities to verify the depth and location of the underground utilities and whether it will interfere with the installation of proposed Works on site.

E13.1.2 These underground utilities include, but are not limited to, Manitoba Hydro cables, MTS cables, existing sewers, and existing critical water infrastructure.

E13.2 MATERIALS

E13.2.1 Backfill Material

- (a) Backfill material for backfill of shafts after hydro-excavation has been completed shall consist of sand as per City of Winnipeg Standard Construction Specification CW 2030.

E13.3 CONSTRUCTION METHODS

E13.3.1 Prior to commencement of any construction works adjacent to underground utilities, the Contractor shall use soft digging or hand excavation to expose the underground utilities.

E13.3.2 All critical water infrastructure shall be located prior to the commencement of any construction works in order to accurately determine restricted work areas.

E13.3.3 Once the elevation of the top of the pipe or duct has been determined the resulting excavation shall be backfilled with bedding sand to the elevation of the existing ground.

E13.4 MEASUREMENT AND PAYMENT

E13.4.1 Soft excavation to expose underground utilities will be considered incidental to the Work. No measurement or payment will be made.

E14. OPERATING CONSTRAINTS FOR WORK IN CLOSE PROXIMITY TO CRITICAL WATER INFRASTRUCTURE

E14.1 DESCRIPTION

E14.1.1 This Section details operating constraints for all work to be carried out in close proximity to the City feeder mains and other critical water infrastructure. Close proximity shall be deemed to be any construction activity within a 5 m horizontal offset from the centreline of the feeder main/water main, within 5 m of valve chambers and other appurtenances, and any other infrastructure identified below.

E14.2 The following shall be considered critical pipelines and water infrastructure for this project:

E14.2.1 Grant Avenue:

- (a) 300 AC Water main

- (i) Runs in the east bound gutter from Haney St to Elmhurst St
 - (b) 450 Feeder Main
 - (i) Crosses Grant Ave. at Haney St.
- E14.2.2 Lagimodiere Boulevard
 - (a) 1350 Aqueduct
 - (i) Runs in the northbound shoulder from Paterson St to Cottonwood St
- E14.3 General Considerations for Work in Close Proximity to Critical Water Infrastructure:
 - E14.3.1 Feeder mains and large diameter water mains are a critical component of the City of Winnipeg Regional Water Supply System and work in close proximity to feeder mains shall be undertaken with an abundance of caution. Large diameter feeder main and water mains cannot typically be taken out of service for extended periods to facilitate construction and inadvertent damage caused to the pipe would likely have catastrophic consequences
 - E14.3.2 Work around critical water infrastructure shall be planned and implemented to minimize the time period that work is carried out in close proximity to the pipe and to ensure that the pipeline is not subjected to excessive construction related loads, including excessive vibrations and/or concentrated or asymmetrical lateral loads during backfill placement
 - E14.3.3 Large diameter pressure pipe generally has limited ability to withstand increased earth and live loading. Therefore, every precaution must be undertaken to ensure that applied loading during all phases of construction is within accepted loading parameters. PCCP typically fails in a non-ductile mode with the potential to cause extensive consequential damage to infrastructure if failure should occur. All large diameter feeder mains/water mains have the potential to cause extensive flooding.
 - E14.3.4 Construction in close proximity to critical infrastructure shall not commence until both the equipment and construction method statements have been submitted, reviewed, and accepted by the Contract Administrator.
- E14.4 Submittals
 - E14.4.1 Submit proposed construction equipment specifications to the Contract Administrator for review a minimum of ten (10) Business Days prior to construction. The equipment submission shall include:
 - (a) equipment operating and payload weights;
 - (b) equipment dimensions, including: wheel or track base, track length or axle spacing, track widths or wheel configurations; and,
 - (c) load distributions in the intended operating configuration.
 - E14.4.2 Submit a construction method statement to the Contract Administrator a minimum of five (5) business days prior to construction. The construction method statement shall contain the following minimum information:
 - (a) proposed construction plan including excavation locations, haul routes, excavation equipment locations, and loading positions;
 - (b) excavation plans, including shoring designs, for excavations occurring in close proximity to feeder mains (within 5 m horizontal of the pipe's centerline) where the excavation to be extended below the top of the feeder mains embedment zone (150 mm above the pipe);
 - (c) trenchless construction methodology for feeder main crossings, including: installation methods, means of grade control, means of confirming clear separation between the new LDS and existing feeder main; and
 - (d) any other pertinent information required to accurately describe the construction activities in close proximity to the feeder main and permit the Contract Administrator to review the proposed construction plans.

- E14.4.3 Incomplete or partial submissions will not be reviewed and will be returned to the Contractor for re-submission.
- E14.4.4 Allow five (5) Business Days for review by the Contract Administrator.
- E14.5 Feeder Main Operational Limitations
- E14.5.1 Feeder main shutdowns are scheduled based on a number of factors including water demand, weather, reservoir operation, routine maintenance and repair work within the regional distribution system, and other factors. If feeder main shutdowns are required, the City shall endeavour to make requested time periods available to the Contractor to schedule his/her work requiring removal of the feeder main from service, without limiting the City's control over the operation of the feeder main to complete other work, maintain adequate water supply and storage of water and maintain the integrity of the infrastructure. The City shall reserve the right to cancel and/or delay these schedule dates at any time, due to any circumstances that could adversely affect the feeder main or water supply including, but not limited to, high water demand, abnormal weather, failures of related water system components and/or security concerns.
- E14.5.2 Scheduling Restrictions:
- (a) Temporary feeder main shutdowns are typically limited to off-peak demands seasons (September 15th to May 15th) and low demand hours including evenings or other low demand periods.
- E14.5.3 The Contractor shall provide Notice to the Contract Administrator in writing, a minimum of fifteen (15) Business Days prior to requiring the shutdown. The City will endeavour to schedule the shutdown as requested.

CONSTRUCTION METHODS

- E14.6 Pre-work, Planning and General Execution
- E14.6.1 No work shall commence in close proximity to feeder mains, chambers, and critical infrastructure until the equipment specifications and construction method statement have been submitted and accepted, and feeder main locations have been clearly delineated in the field. Work over feeder mains shall only be carried out with equipment that has been reviewed and quantified in terms of its loading implications on the pipe.
- E14.6.2 Contact the City of Winnipeg Water and Waste Department, Construction Services Coordinator prior to construction
- E14.6.3 Locate feeder mains and water mains and confirm their position horizontally and vertically prior to undertaking work in close proximity to the identified feeder main. Note, exact locations to be identified in the field. Deviations from the elevations noted shall be reported to Contract Administrator for review prior to proceeding with work.
- E14.6.4 Visually delineate all critical infrastructure identified herein on Site by use of paint, staking/flagging, construction fencing, snow fencing, or other suitable methods.
- E14.6.5 Only utilize construction practices and procedures that do not impart excessive vibratory loads on feeder mains and chambers or that would cause settlement of the subgrade below feeder mains and critical pipelines.
- E14.6.6 Where the existing road structure must be removed, crossing of critical infrastructure shall be prohibited from the time the existing roadway structure is removed until the completion of granular base construction. At all times prior to completion of final paving; reduce equipment speeds to levels that minimize the effects of impact loading to the critical infrastructure.
- E14.6.7 Only equipment and construction practices stipulated in the accepted construction method statement and the supplemental requirements noted herein may be utilized in close proximity to feeder mains, chambers, and other critical infrastructure identified herein.

- E14.6.8 Construction operations should be staged in such a manner as to limit multiple construction loads at one time, (e.g., offset crossings sufficiently from each other, rollers should remain a sufficient distance behind spreaders to limit loads. A reasonable offset distance is 3 m between loads).
- E14.6.9 Granular material, construction material, soil, and/or other material shall not be stockpiled on the pipelines or within 5 m of any feeder main, valve chamber, or other critical infrastructure identified herein.
- E14.6.10 The Contractor shall ensure that all crew members understand and observe the requirements of working near feeder mains, valve chambers, and critical infrastructure. Prior to commencement of on-Site work, the Contractor shall jointly conduct an orientation meeting with the Contract Administer, all superintendents, foreman, and heavy equipment operators to make all workers on the Site fully cognizant of the limitations of altered loading on, the ramifications of inadvertent damage to, and the constraints associated with work in close proximity to feeder mains and critical pipelines. New personnel introduced after commencement of the Project need to be formally orientated as outlined herein. It is recommended that restrictions associated with the crossing, consistent with the Contractor's submitted method statement be posted on Site and near the crossing.
- E14.7 Demolition, Excavation, and Shoring
- E14.7.1 Use of pneumatic concrete breakers within 3 m of a feeder main, valve chamber, or critical pipeline is prohibited. Pavement shall be full depth sawcut and carefully removed. Use of hand held jackhammers for pavement removal will be allowed.
- E14.7.2 Offset excavation equipment a minimum of 3 m from the centerline of critical pipelines when undertaking excavations where there is less than 2.4 m of earth cover over the pipeline.
- E14.7.3 Excavation:
- (a) Utilize only smooth edged excavation buckets, soft excavation, or hand excavation techniques where there is less than 1.5 m of earth cover over the pipeline.
 - (b) Where there is less than 1.0 m of soil cover above the pipeline, provide full time supervision and complete the excavation utilizing hand excavation, soft excavation methods, or machine excavation. Where machine excavation is to be used the crown of the pipeline must be exposed (or suitable located) using hand or soft excavation methods a minimum of every 1.8 m.
 - (c) Where there is less than 0.5 m of soil cover above the pipeline, provide full time supervision and complete the excavation utilizing hand excavation or soft excavation methods only.
- E14.7.4 Equipment should not be allowed to operate while positioned directly over a feeder main or critical pipeline except were permitted herein, outlined in the reviewed and accepted construction method statement.
- E14.7.5 Excavations within 3 m of the outside edge of a feeder main (hydrovac holes for confirming trenchless installations excluded) and which extend below obvert of the feeder main shall utilize shoring methods that precludes the movement of native in-situ soils (i.e. a tight shoring system).
- E14.8 Underground Construction and Trenchless Pipe Installation
- E14.8.1 Install pipes to the grades shown on the Drawings. A minimum clear separation distance (outside to outside of pipe wall) of 1.0m shall be maintained between crossing pipes and the feeder main and cast iron water main.
- E14.8.2 The Contractor shall locate feeder mains and confirm their position horizontally and vertically prior to commencing with any trenchless pipe installations to ensure proper clearances are maintained. Under NO circumstances should blind coring proceed across feeder mains.

- E14.8.3 The Contractor shall visually confirm the location and alignment of the drill rods or jacking pipe (horizontally and vertically) prior to proceeding with the trenchless installation beneath the feeder main. It is recommended that the new pipe alignment be confirmed within 2 m of the outside of the feeder main pipe but no closer than 0.5 m from the outside edge of the pipe.
- E14.8.4 No trenchless methods involving soil displacement (plugs) shall be permitted in the vicinity of the Feeder main.
- E14.8.5 Pressure grouting or approved alternative methods shall be used to fill voids caused by the installation or if the bored hole diameter is greater than the outside diameter of the pipe by more than 25 mm.
- E14.8.6 Where excavation is required within the feeder main's embedment zone, the Contractor shall take steps to ensure the granular embedment material surrounding the feeder main remains stable during the work and the feeder main outside of the excavation is not undermined.
- E14.9 Subgrade Construction
- E14.9.1 Subgrade and backfill compaction within 3 metres (horizontal) of a critical pipeline or valve chamber shall be limited to non-vibratory methods only. Small walk behind vibratory packers will be permitted.
- E14.9.2 Subgrade, sub-base and base course construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing pipelines if the grade is insufficient to support the equipment without rutting.
- E14.9.3 Subgrade conditions should be inspected by personnel with competent geotechnical experience (e.g. ability to adequately visually classify soils and competency of subgrade, subbase, and base course materials). In the event of encountering unsuitable subgrade materials above the feeder main, proposed design revisions shall be submitted to this office for review to obtain approval from the Water and Waste Department relative to any change in conditions.
- E14.9.4 Fill material shall not be dumped directly on pipelines but shall be stockpiled outside the limits noted in these recommendations and shall be carefully bladed in-place.
- E14.9.5 Only use compaction equipment approved by the contract administrator to compact fill materials above critical pipelines. Compaction of fill materials shall be completed using static methods only, no vibratory compaction will be allowed within the limits noted in these recommendations.
- E14.9.6 Construction operations shall be staged to minimize the time period between excavation to subgrade and placement of granular subbase materials. Should bare subgrade be left overnight, measures shall be implemented to protect the subgrade against inadvertent travel over it and to minimize the impact of wet weather.
- E14.10 Subbase and Base Course Construction
- E14.10.1 Subbase or base course materials shall not be dumped directly on pipelines but shall be stockpiled outside limits noted in these recommendations and shall be carefully bladed in-place.
- E14.10.2 Subbase compaction within 3 m horizontal of the centreline of a critical pipeline shall be either carried out by static methods (without vibration) or with smaller approved equipment such as hand held plate packers or smaller roller equipment.
- E14.11 Paving
- E14.11.1 When constructing asphalt pavements only non-vibratory compaction should be used within 3 m (horizontal) of the center of critical pipelines.

E15. ASPHALT SCRATCH COAT

DESCRIPTION

E15.1 General

- E15.1.1 This specification covers placement of an asphalt scratch coat in areas identified to have pavement repair fabric installed prior to an asphalt overlay.
- E15.1.2 Referenced Standard Construction Specifications
- (a) CW 3140—Supply and Installation of Pavement Repair Fabric
 - (b) CW 3410 – Asphaltic Concrete Pavement Works.
 - (c) Appendix A – Special Provision (Asphalt Pavement Works)

MATERIALS

E15.2 Asphalt Material

- E15.2.1 Asphalt material will be MS 1 and will be supplied in accordance with Appendix A – Special Provision (Asphalt Pavement Works).

CONSTRUCTION METHODS

E15.3 General

- E15.3.1 In areas identified to receive pavement repair fabric, the asphalt surface shall be milled to a sufficient depth to accommodate a 50mm asphalt scratch coat.
- E15.3.2 The scratch coat shall be placed and compacted as per Appendix A – Special Provision (Asphalt Pavement Works)
- E15.3.3 All asphalt scratch coats shall be accepted by the Contract Administrator prior to the placement of the pavement repair fabric.

MEASUREMENT AND PAYMENT

E15.4 Asphalt Scratch Coat

- E15.4.1 Asphalt Scratch Coat will be measured and paid for at the Contract Unit Price per tonne for “Asphalt Scratch Coat”, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the Work included in this specification.
- E15.4.2 The weight to be paid shall be the total tonnes placed and compacted in accordance with this specification and accepted by the Contract Administrator, as measured on a certified weigh scale.