



**THE CITY OF WINNIPEG**

**TENDER**

**TENDER NO. 49-2026**

**2026 LOCAL STREET RENEWALS AND MULTI-USE PATH – CONCORDIA  
AVENUE, CHOPIN BOULEVARD AND VARIOUS OTHER LOCATIONS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 2026 Local Street Renewals and Multi-Use Path – Concordia Avenue, Chopin Boulevard and Various Other Locations

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 3, 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](http://www.merx.com).
- B5.4 The Bidder is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in 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](http://www.merx.com).
- B7.3.1 Bids will **only** be accepted electronically through MERX.
- B7.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B17.1(a).

## **B8. BID**

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

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

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

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

## **B9. PRICES**

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

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

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

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

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

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

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

## **B10. DISCLOSURE**

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

B10.2 The Persons are:

- (a) N/A

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

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

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

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

that could or would be seen to:

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

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

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

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

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

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

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

## **B12. QUALIFICATION**

**B12.1** The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and

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

### **B13. BID SECURITY**

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

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

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

**B15. IRREVOCABLE BID**

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

**B16. WITHDRAWAL OF BIDS**

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

**B17. EVALUATION OF BIDS**

- B17.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Tender, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
  - (c) Total Bid Price;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B17.2 Further to B17.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities, if the interests of the City so require.
- B17.2.1 Any bid with an apparent imbalance between the unit prices in Part 1 and Part 2 may be determined to be non-responsive and rejected by the Award Authority in their sole discretion, acting reasonably.
- B17.3 Further to B17.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in their Bid or in other information required to be submitted, that they are qualified.
- B17.4 Further to B17.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B17.4.1 Further to B17.1(a), in the event that a unit price is not provided on Form B: Prices, the City may determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B17.4.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.
- B17.4.3 Bidders are advised that the calculation indicated in B17.4 will prevail over the Total Bid Price entered in MERX.

**B18. AWARD OF CONTRACT**

- B18.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B18.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be qualified, and the Bids are determined to be responsive.

- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with their own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2026 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.
- B18.5 As noted in D2 and identified in Form B: Prices, the Work of Part 2 will be contingent upon approval of funding for the Work. If sufficient funding for Part 2 of the Work is not approved by the funding authority the City shall have the right to eliminate all or any portion of Part 2 of the Work in accordance with D2.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

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

- (a) Part 1 – City Street Works.
- (b) Part 2 – Winnipeg Transit Works.

##### **Part 1 – City Street Works**

D2.2 Part 1 – City Street Works shall consist of:

- (a) Alley Rehabilitation
  - (i) Bayne Cresence / London Street Alley – Tu-Pelo Ave to Bayne Cres
  - (ii) Helmsdale Avenue / Kimberly Avenue Alley – Golspie St to Raleigh St
  - (iii) London Street / McCreedy Road Alley – Tu-Pelo Ave to Amelia Cres
- (b) Pavement Rehabilitation
  - (i) Sawchuk Bay – Antrim Rd to Antrim Rd
  - (ii) Zeglinski Crescent – Zeglinski Cres to Wiebes Dr
- (c) Thin Bituminous Overlay
  - (i) Chopin Boulevard – Uxbridge Rd N to Wiebes Dr

##### **Part 2 – Winnipeg Transit Works**

D2.3 Part 2 – Winnipeg Transit Works shall consist of:

- (a) Multi-Use Path
  - (i) Concordia Avenue – Gateway Rd to Moncton Ave
  - (ii) London Street – Concordia Ave to Kimberly Ave
- (b) Transit Stop Improvements
  - (i) Tu-Pelo Avenue

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

- (a) Alley Rehabilitation
  - (i) Full depth concrete joint and slab repairs;
  - (ii) Adjustment of existing catch basin and manhole frames and covers;
  - (iii) Adjustment of pre-cast sidewalk blocks;
  - (iv) Boulevard restoration and sod.
- (b) Multi-Use Path
  - (i) Boulevard excavation;
  - (ii) Placement of suitable site subgrade material;
  - (iii) Subgrade compaction;
  - (iv) Placement of geotextile fabric;
  - (v) Placement of geogrid;
  - (vi) Placement of sub-base and base course material;

- (vii) Full depth concrete joint and slab repairs, as required;
  - (viii) Renewal of existing sidewalk, as required;
  - (ix) Installation of detectable warning tiles;
  - (x) Renewal of existing curb, as required;
  - (xi) Construction of modified barrier curb;
  - (xii) Construction of curb ramp;
  - (xiii) Construction of 150mm reinforced concrete Transit stops and shelter pads;
  - (xiv) Placement of asphalt pavement (Type MS1, 75mm thickness);
  - (xv) Installation of culvert (250mm, corrugated metal pipe);
  - (xvi) Boulevard restoration and sod.
- (c) Pavement Rehabilitation
- (i) Planing/removal of existing asphalt;
  - (ii) Renewal of existing sidewalk;
  - (iii) Installation of detectable warning tiles;
  - (iv) Installation of catch basins/catch pits and connection pipes;
  - (v) Abandon existing drainage inlets;
  - (vi) Removal/renewal of existing curb;
  - (vii) Construction of modified lip curb;
  - (viii) Construction of modified barrier curb;
  - (ix) Adjustment of pre-cast sidewalk blocks;
  - (x) Adjustment of catch basin, catch pit and manhole frames and covers;
  - (xi) Adjustment of water main valves, curb stops and other appurtenances;
  - (xii) Placement of pavement repair fabric
  - (xiii) Placement of asphalt overlay (Type MS1, 80-90mm average thickness);
  - (xiv) Boulevard restoration and sod.
- (d) Thin Bituminous Overlay
- (i) Full depth concrete joint repairs as, as required;
  - (ii) Renewal of existing curb, as required;
  - (iii) Adjustment of catch basins, catch pits and manhole frames and covers;
  - (iv) Adjustment of water valves and other appurtenances;
  - (v) Placement of asphalt overlay (Type MS1, 40-60mm average thickness);
  - (vi) Boulevard restoration and sod.
- (e) Transit Stop Improvements
- (i) Boulevard excavation;
  - (ii) Placement of base course;
  - (iii) Renewal of existing curb, as required;
  - (iv) Renewal of existing sidewalk, as required;
  - (v) Construction of 150mm reinforced sidewalk;
  - (vi) Installation of detectable warning tiles;
  - (vii) Adjustment of water valves, curb stops and other appurtenances!;
  - (viii) Boulevard restoration and sod.
- (f) Water and Waste Works
- (i) Relocation of existing fire hydrant.

**D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is WSP Canada Inc., represented by:

Richard Hawkins  
Senior Engineering Technologist  
Telephone No. 204 259 1566  
Email Address richard.hawkins@wsp.com

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

**D4. CONTRACTOR'S SUPERVISOR**

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

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

**D5. FURNISHING OF DOCUMENTS**

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

**SUBMISSIONS**

**D6. AUTHORITY TO CARRY ON BUSINESS**

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

**D7. SAFE WORK PLAN**

D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D7.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D7.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

## **D8. INSURANCE**

D8.1 The Contractor shall provide and maintain the 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.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D8.4 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, 3<sup>rd</sup> Floor  
Winnipeg, MB R3B 1J1

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

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

D8.5 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.

## **D9. CONTRACT SECURITY**

D9.1 The Contractor shall provide and maintain the performance bond and the labour and material payment bond until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price; and
- (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price.

D9.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
  - (i) Performance Bond – Schedule A - Form of Notice  
<https://www.winnipeg.ca/media/4831/>
  - (ii) Performance Bond – Schedule B – Surety's Acknowledgement  
<https://www.winnipeg.ca/media/4832/>

(iii) Performance Bond – Schedule C – Surety’s Position  
<https://www.winnipeg.ca/media/4833/>

(b) Labour & Material Payment Bond <https://www.winnipeg.ca//media/4930/>

(i) L&M Bond – Schedule A – Notice of Claim  
<https://www.winnipeg.ca/media/4834/>

(ii) L&M Bond – Schedule B – Acknowledgement of a Notice  
<https://www.winnipeg.ca/media/4835/>

(iii) L&M Bond – Schedule C – Surety’s Position  
<https://www.winnipeg.ca/media/4836/>

D9.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D9.1(b).

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

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

D9.2 The Contractor shall provide:

(a) the required Contract Security to:

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

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

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

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

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D9.1(b); and
- (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

## **D10. SUBCONTRACTOR LIST**

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least five (5) Business Days prior to the commencement of any Work on the Site.

## **D11. DETAILED WORK SCHEDULE**

D11.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least five (5) Business Days prior to the commencement of any Work on the Site.

D11.2 If, prior to submitting the Detailed Work Schedule, the Contractor does not receive notification pursuant to D13.4 that all or some portion of Part 2 of the Work may be commenced, they shall complete Form L: Detailed Work Schedule for only Part 1 of the Work assuming that, if all of Part 2 is eliminated, the time periods stipulated in D19 for Substantial Performance of the Work and in D20 for Total Performance of the Work will be reduced.

D11.3 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule; .

D11.4 Further to D11.3(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:

D11.5 Further to D11.3(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

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

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

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

- (a) How the Contractor will maintain at least one crossing in each direction for each intersection (one north/south crosswalk and one east/west crosswalk).
- (b) How the Contractor will maintain access to bus stops within the site.
- (c) How the Contractor will maintain access to pedestrian corridors and half signals.
- (d) How the Contractor will maintain cycling facilities.
- (e) How the Contractor will maintain access to residents and businesses unless otherwise noted in the Contract.
- (f) Any required detour signage at adjacent crossings to facilitate sidewalk or active transportation pathway closures.

D12.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

D12.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:

- (a) Signage
- (b) Temporary Ramping
- (c) Transit Stops
- (d) Detour Signage

D12.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.

D12.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.

D12.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

D12.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:

- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
- (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
- (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

D13.1 The Contractor shall not commence any Work until they are in receipt of an award letter from the Award Authority authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D6;
  - (ii) evidence of the workers compensation coverage specified in C6.17;
  - (iii) the twenty-four (24) hour emergency response phone number specified in D4.2.
  - (iv) the Safe Work Plan specified in D7;
  - (v) evidence of the insurance specified in D8;
  - (vi) evidence of the contract security specified in D9;
  - (vii) the subcontractor list specified in D10;
  - (viii) the detailed work schedule specified in D11;
  - (ix) the Requirements for Site Accessibility Plan specified in D12; and
  - (x) the direct deposit application form specified in C12.20.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D13.3 The Contractor shall not commence the Work on the Site before July 27, 2026.

D13.4 The Contractor shall not commence Part of the Work as described in D2 and identified in Form B: Prices, unless they have received notification from the Contract Administrator that the City has received notice of sufficient funding for Part 2 of the Work.

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

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

D14.1.1 The Contract Administrator will determine daily if a Working Day has elapsed and will record their assessment. On a weekly basis the Contract Administrator will provide the Contractor with a record of the Working Days assessed for the preceding week. The Contractor shall sign each report signifying that they agree with the Contract Administrator's determination of the Working Days assessed for the report period.

D14.1.2 Work done to restore the Site to a condition suitable for Work, shall not be considered "work" as defined in the definition of a Working Day.

D14.1.3 When the Work includes two or more major types of Work that can be performed under different atmospheric conditions, the Contract Administrator shall consider all major types of Work in determining whether the Contractor was able to work in assessing Working Days.

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

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

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

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

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

- (a) City of Winnipeg Geomatics Branch – The Contractor is to acquire locates from the Geomatics Branch. If Any permanent geomatics infrastructure is required to be disturbed during construction activities, the Contractor is to notify the Contract Administrator for documentation;
- (b) City of Winnipeg Traffic Services – Provision of sign clamps. The Contractor is required in this Contract to install the clamps and the cost is incidental;
- (c) Transit – Transit will provide signage for temporary Transit stops. The Contractor is expected to coordinate with Transit for the location of temporary stop locations and provide a safe and delineated area as required;
- (d) City of Winnipeg Traffic Signals – Installation of signal poles, davit, controllers and heads;
- (e) Manitoba Hydro – Installation of lighting on Concordia pathway, and safety watch as required;
- (f) Manitoba Hydro Gas Division – Safety watch as required;
- (g) BellMTS – Lifting of vault boxes and other appurtenances.

D16.3 Further to D16.1 the Contractor shall cooperate and coordinate all activities with all parties performing required Work by Others. The Contractor must include and accommodate Work by Others identified in D16.2 or additional parties, in their construction schedule as per D11 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

#### **D17. SEQUENCE OF WORK**

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

D17.1.1 Providing that the Work on each street is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a maximum of three (3) streets under construction at any one time. Completion of a street means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.

D17.1.2 Where the Contractor utilizes two (2) or more crews that work independently on the same major component of the Work as identified in D2, the Contract Administrator may approve an increase to the maximum number of streets under construction at any time.

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

#### **D18. CRITICAL STAGES**

D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) The London Street Multi-Use Path shall be substantially completed no later than September 4, 2026.

D18.2 When the Contractor considers the Work associated with the London Street Multi-Use Path to be completed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Completion. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D18.3 The date on which the London Street Multi-Use Path Work has been accepted by the Contract Administrator as being completed to the requirements of the Contract is the date on which completion of the London Street Multi-Use Path has been achieved.

#### **D19. SUBSTANTIAL PERFORMANCE**

D19.1 The Contractor shall achieve Substantial Performance within fifty (50) consecutive Working Days of the commencement of the Work as specified in D13.

D19.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D19.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### **D20. TOTAL PERFORMANCE**

D20.1 The Contractor shall achieve Total Performance within fifty five (55) consecutive Working Days of the commencement of the Work as specified in D13.

D20.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

D20.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

## **D21. LIQUIDATED DAMAGES**

D21.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) London Street Multi-Use Path – two thousand dollars (\$2,000.00);
- (b) Substantial Performance – four thousand dollars (\$4,000.00);
- (c) Total Performance – two thousand dollars (\$2,000.00).

D21.2 The amounts specified for liquidated damages in D21.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

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

## **D22. SCHEDULED MAINTENANCE**

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

- (a) Sod Maintenance as specified in CW 3510;
- (b) Reflective Crack Maintenance as specified in CW 3250.

D22.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D23. JOB MEETINGS**

D23.1 Regular weekly job meetings will be held at 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.

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

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

D24.1 Further to C6.27, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

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

D25.1 Further to 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**

**D26. FUEL PRICE ADJUSTMENT**

D26.1 The Contract is subject to a fuel price adjustment which will be calculated monthly based on eligible Work completed utilizing the following mathematical formulas;

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

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

D26.1.2 The base fuel index (BFI) will be the retail price of fuel identified on the Submission Deadline based on latest published "Monthly average retail prices for gasoline and fuel by geography" for Winnipeg, published by [Statistics Canada, Table 18-10-0001-01](#). The BFI is a blended rate based on 15% regular unleaded gasoline at self-service filling stations and 85% diesel fuel at self-service filling stations.

D26.1.3 The current fuel index (CFI) based on the above blended rate will be determined for each monthly progress estimate and applied on the following progress estimate as a change order once rates are published by Statistics Canada.

D26.1.4 A Fuel Factor (FF) rate of the monetary value of all eligible Work completed that month based on the Contract unit prices will be used to calculate the assumed apportioned cost of fuel.

D26.2 Fuel cost adjustments may result in additional payment to the Contractor or credit to the City within the Contract by way of a monthly change order.

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

D26.4 Fuel escalation adjustments will not be considered beyond the Substantial Performance/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.

D26.5 The Fuel Factor (FF) rates will be set as follows:

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

## **WARRANTY**

### **D27. WARRANTY**

D27.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) years thereafter for Pavement Rehabilitations and Alley Rehabilitations, and two (2) years thereafter for Multi-Use Path Works and Transit Stop Improvements, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

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

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

D27.2.1 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**

### **D28. INDEMNITY**

D28.1 Indemnity shall be as stated in C17.

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

2026 LOCAL STREET RENEWALS AND MULTI-USE PATH – CONCORDIA AVENUE, CHOPIN  
BOULEVARD AND VARIOUS OTHER LOCATIONS

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
<i><u>Supply of Materials:</u></i>		
Concrete		
Asphalt		
Pavement Repair Fabric		
Paving Stones		
Base Course & Sub-Base		
Geotextile		
Geogrid		
Topsoil & Sod		
Catch Basins & Catch Pits		
Frames & Covers		
Sewer Service Pipe		
<i><u>Installation/Placement:</u></i>		
Excavation		
Base Course & Sub-Base		
Concrete		
Asphalt		
Underground Works		
Landscaping		

## 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>
	Cover Sheet	A1
CA0057238.5045-01	BAYNE CRESCENE / LONDON STREET ALLEY – TU-PELO AVE TO BAYNE CRES – ALLEY PAVEMENT REHABILITATION	A1
CA0057238.5045-02	CHOPIN BOULEVARD – UXBRIDGE RD N TO WIEBES DR – THIN BITUMINOUS OVERLAY	A1
CA0057238.5045-03	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 0+66.75 TO STA. 1+90	A1
CA0057238.5045-04	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 1+90 TO STA. 3+05	A1
CA0057238.5045-05	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 3+05 TO STA. 4+15	A1
CA0057238.5045-06	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 4+15 TO STA. 5+20	A1
CA0057238.5045-07	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 5+20 TO STA. 6+30	A1
CA0057238.5045-08	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 6+30 TO STA. 7+65	A1
CA0057238.5045-09	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 7+65 TO STA. 8+90	A1
CA0057238.5045-10	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 8+90 TO STA. 10+20	A1
CA0057238.5045-11	CONCORDIA AVENUE – GATEWAY RD TO MONCTON RD – MULTI-USE PATH – STA. 10+20 TO STA. 11+45	A1
CA0057238.5045-12	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 11+45 TO STA. 12+80	A1
CA0057238.5045-13	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 12+80 TO STA. 14+05	A1
CA0057238.5045-14	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 14+05 TO STA. 15+20	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
CA0057238.5045-15	CONCORDIA AVENUE – GATEWAY RD TO MONCTON AVE – MULTI-USE PATH – STA. 15+20 TO STA. 16+37.86	A1
CA0057238.5045-16	LONDON STREET – CONCORDIA AVE TO KIMBERLEY AVE – MULTI-USE PATH – STA. 0+98.85 TO STA. 2+05	A1
CA0057238.5045-17	LONDON STREET – CONCORDIA AVE TO KIMBERLY AVE – MULTI-USE PATH – STA. 2+05 TO STA. 3+06.31	A1
CA0057238.5045-18	HELMSDALE AVENUE ' KIMBERLY AVENUE ALLEY – GOLSPIE ST TO RALEIGH ST – ALLEY PAVEMENT REHABILITATION	A1
CA0057238.5045-19	LONDON STREET / McCREEDY ROAD ALLEY – TU-PELO AVE TO AMELIA CRES – ALLEY PAVEMENT REHABILITATION	A1
CA0057238.5045-20	SAWCHUK BAY – ANTRIM RD TO ANTRIM RD – MINOR REHABILITATION – STA. 0+95.12 TO STA. 1+85	A1
CA0057238.5045-21	SAWCHUK BAY – ANTRIM RD TO ANTRIM RD – MINOR REHABILITATION – STA. 1+85 TO STA. 2+80	A1
CA0057238.5045-22	SAWCHUK BAY – ANTRIM RD TO ANTRIM RD – MINOR REHABILITATION – STA. 2+80 TO STA. 3+90.46	A1
CA0057238.5045-23	TU-PELO AVENUE – BUDDEN DR TO MUTCHMOR CL – TRANSIT STOP IMPROVEMENTS	A1
CA0057238.5045-24	ZEGLINSKI CRESCENT – ZEGLINSKI CRES TO WIEBES DR – MINOR REHABILITATION – STA. 0+94.50 TO STA. 2+10	A1
CA0057238.5045-25	ZEGLINSKI CRESCENT – ZEGLINSKI CRES TO WIEBES DR – MINOR REHABILITATION – STA. 2+10 TO STA. 3+37.33	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 D12 and as determined by the Contract Administrator.

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

### **E3. GEOTECHNICAL REPORT**

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

### **E4. OFFICE FACILITIES**

E4.1 The Contractor shall supply office facilities meeting the following requirements:

- (a) The field office shall be for the exclusive use of the Contract Administrator.
- (b) The building shall be conveniently located near the site of the Work.
- (c) The building shall have a minimum floor area of 20 square metres, a height of 2.4m with two windows for cross ventilation and a door entrance with a suitable lock.

- (d) The building shall be suitable for all weather use. It shall be equipped with a microwave, fridge, electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
  - (e) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three wall outlets.
  - (f) The building shall be furnished with a table and a minimum of eight chairs. The chairs shall not be cloth and be easily wipeable.
  - (g) A portable toilet shall be located near the field office building. The toilet shall have a locking door and be for the exclusive use of the Contract Administrator and other personnel from the City.
  - (h) The field office building and the portable toilet shall be cleaned on a weekly basis immediately prior to each site meeting. The Contract Administrator may request additional cleaning when they deem it necessary.
- E4.2 The Contractor shall be responsible for all installation and removal costs, all operating costs, and the general maintenance of the office facilities.
- E4.3 The office facilities will be provided from the date of the commencement of the Work to the date of Substantial Performance.
- E4.4 On a one time basis, where directed by the Contract Administrator, the Contractor shall relocate the office facilities to a location more convenient for the remaining Work.

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

- E5.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
  - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
  - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
  - (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
  - (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E5.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or their designate.
- E5.3 No separate measurement or payment will be made for the protection of trees.
- E5.4 Except as required in E5.1(c) and E5.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

## E6. TRAFFIC CONTROL

E6.1 Further to 3.6, 3.7 and 3.8 of CW 1130:

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

E6.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

E6.3 Further to E6.1(c) and E6.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.

E6.4 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of five (5) Working Days prior to the required change for approval.

E6.5 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services may be engaged to perform the Traffic Control. In this event the Contractor shall bear costs charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works.

## E7. TRAFFIC MANAGEMENT

E7.1 Further to 3.7 of CW 1130:

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

- E7.1.1 The Contractor shall schedule construction activities to meet the following:
- (a) At least one lane for local access traffic shall be maintained along the following streets during construction. At least one intersection on adjacent bays shall be open at a time. Intersecting streets and private approach access shall be maintained at all times.
    - (i) London Street / McCreedy Road Alley – Tu-Pelo Ave to Amelia Cres
    - (ii) Sawchuk Bay – Antrim Rd to Antrim Rd
    - (iii) Zeglinski Crescent – Zeglinski Cres to Wiebes Dr
  - (b) Alley Pavement Rehabilitations are to be phased, with each phase closed to traffic during construction. Contractor to determine sequencing of work, and submit a plan for sequencing of work, all subject to approval of the Contract Administrator.
    - (i) Bayne Crescent / London Street Alley – Tu-Pelo Ave to Bayne Cres
    - (ii) Chopin Boulevard – Uxbridge Rd N to Wiebes Dr
    - (iii) Helmsdale Avenue / Kimberly Avenue Alley – Golspie St to Raleigh St
  - (c) Concordia Avenue:
    - (i) No lane closures shall be permitted during peak hours, unless written approval is provided by the Contract Administrator.
    - (ii) The Contractor and Sub-Contractors are not permitted to park vehicles or machines on any naturalized landscape.
    - (iii) The Contractor is permitted lane closures on side local streets to allow room for materials testing.
    - (iv) The Contractor is to provide a site access plan for the pathway construction showing lay-down areas, contractor parking and machine access points. The Contract Administrator will review and approve the site access plan, and the Contractor will adhere to it. The purpose of the plan is to reduce disturbance to the park area and reduce the requirement for restoration while ensuring adequate access for the Contractor and any Sub-Contractors.
  - (d) London Street:
    - (i) Two-way traffic shall be maintained during construction. Bus traffic shall be maintained when possible as determined by the Contract Administrator.
    - (ii) Private approach access shall be maintained at all times.
  - (e) Tu-Pelo Avenue lane closures for Transit Stop Improvements shall be temporary lane closures unless approved by Contract Administrator. No lane closures are permitted when there is no activity.

E7.1.2 Should the Contractor be unable to maintain an existing access to a residence or business, they shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

E7.1.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

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

E8.1 While access to refuse and/or recycling collection vehicles is restricted, on collection day(s) the Contractor shall move all of the affected property owners refuse and/or recycling materials to a nearby common area, prior to an established time, in accordance with E8.2 to permit the normal collection vehicles to collect the materials. Immediately following recycling collection the Contractor shall return recycling receptacles to the addresses marked on the receptacles.

E8.2 Collection Schedule:

**Bayne Crescent – Tu-Pelo Ave to London St.**

*Collection Day(s):* **Monday**  
*Collection Time:* **7:00 am – 7:00 pm**  
*Common Collection Area:* **Back Lane**

**Chopin Boulevard – Uxbridge Dr N to Wiebes Dr.**

*Collection Day(s):* **Thursday**  
*Collection Time:* **7:00 am – 7:00 pm**  
*Common Collection Area:* **Front Street**

**Helmsdale Avenue – Golspie St to Raleigh St.**

*Collection Day(s):* **Monday**  
*Collection Time:* **7:00 am – 7:00 pm**  
*Common Collection Area:* **Back Lane**

**Kimberly Avenue – Golspie St to Raleigh St.**

*Collection Day(s):* **Monday**  
*Collection Time:* **7:00 am – 7:00 pm**  
*Common Collection Area:* **Back Lane**

**London Street – Tu-Pelo Ave to Amelia Cres.**

*Collection Day(s):* **Monday**  
*Collection Time:* **7:00 am – 7:00 pm**  
*Common Collection Area:* **Back Lane**

**McCreedy Rd – Tu-Pelo Ave to Amelia Cres.**

*Collection Day(s):* **Monday**  
*Collection Time:* **7:00 am – 7:00 pm**  
*Common Collection Area:* **Back Lane**

**Sawchuk Bay – Antrim Rd to Antrim Rd.**

*Collection Day(s):* **Monday**  
*Collection Time:* **7:00 am – 7:00 pm**  
*Common Collection Area:* **Front Street**

**Zeglinski Crescent – Zeglinski Cres to Wiebes Dr.**

*Collection Day(s):* **Thursday**  
*Collection Time:* **7:00 am – 7:00 pm**  
*Common Collection Area:* **Front Street**

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

## **E9. PEDESTRIAN SAFETY**

E9.1 During the project, a temporary snow fence shall be installed along all open excavations adjacent to pedestrian facilities. 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.

## **E10. WATER OBTAINED FROM THE CITY**

E10.1 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.

## **E11. SURFACE RESTORATIONS**

E11.1 Further to 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.

E11.1.1 If the Contractor cannot complete the landscaping on a location in the construction year that it was started, they shall place compacted topsoil/subgrade material against all sidewalks and drop-offs. The Contractor will be responsible for cleanup the following year to the satisfaction of the Contract Administrator.

## **E12. INFRASTRUCTURE SIGNS**

E12.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 495 Archibald Street. The Contractor shall mount each sign securely to a rigid backing material approved by the Contract Administrator. The Contractor shall fasten each sign to a suitable support and erect and maintain one sign at each street as directed by the Contract Administrator. When the Contract Administrator considers the Work on the street complete, the Contractor shall remove and dispose of the signs and supports. No measurement for payment will be made for performing all operations herein described and all other items incidental to the work described

## **E13. SOFT EXCAVATION TO EXPOSE UNDERGROUND UTILITIES**

### DESCRIPTION

E13.1 This specification covers the soft excavation to expose underground utilities to determine the depth of the underground utility and whether it will interfere with the installation of proposed Works on site.

E13.2 These underground utilities include, but are not limited to, Manitoba Hydro cables, BellMTS cables, existing sewers, and existing watermains.

### MATERIALS

E13.3 Backfill Material

E13.3.1 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.

### CONSTRUCTION METHODS

E13.4 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.

- E13.5 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.

#### MEASUREMENT AND PAYMENT

- E13.6 Soft excavation to expose underground utilities will be considered incidental to the Work. No measurement and payment will be made within this section.

#### **E14. ASPHALT PAVEMENT WORKS – SPECIAL PROVISION**

- E14.1 Appendix “B” – Special Provision for Asphalt Pavement Works shall replace the City of Winnipeg Standard Construction Specification CW 3410 – Asphaltic Concrete Pavement Works for the Tender.

#### **E15. PRUNING OF EXISTING TREES AND SHRUBS**

##### DESCRIPTION

- E15.1 Provide all labour, materials, methods, equipment and accessories for pruning of existing trees and shrubs within the limit of Work.

##### QUALITY ASSURANCE

- E15.2 Pruning of trees shall be provided by a person with a Manitoba Arborists Certificate with demonstrable experience sourcing and Work
- E15.3 Contact the City of Winnipeg Forestry Branch at 204 986 2004 to arrange an on site meeting to review trees to be pruned. Meeting to include the Contract Administrator.

##### PRUNING METHODOLOGY

- E15.4 Prune horizontal and vertical within the limits of construction to ensure construction equipment can be operated without interfering with trees to remain.
- E15.5 Prune as required to remove dead, broken or damaged limbs.
- E15.6 Prune back to healthy growth while maintaining balanced crown shape.
- E15.7 Employ clean, sharp tools.
- E15.8 Make cuts smooth and flush with outer edge of branch collar near the main stem or branch.
- E15.9 Cuts must be smooth and sloping to prevent accumulation of water on cut.
- E15.10 Do not leave little stumps (“horns”) on trunks or main branches.
- E15.11 Prune according to accepted horticultural practices as outlined in “The Pruning Manual”, Publication No. 1505-1977 by Agriculture Canada.

##### MEASUREMENT AND PAYMENT

- E15.12 No Payment shall be made for pruning of existing trees. Pruning of existing trees shall be considered incidental to the Work.

## **E16. PATCHING OF EXISTING PAVEMENT**

### DESCRIPTION

#### E16.1 General

- E16.1.1 This specification covers patching of existing concrete pavement in preparation for an asphalt overlay.
- E16.1.2 Referenced Standard Construction Specifications
  - (a) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction.
  - (b) CW 3130 – Supply and Installation of Geotextile Fabrics.
  - (c) CW 3410 – Asphaltic Concrete Pavement Works.

### MATERIALS

#### E16.2 Crushed Sub-Base Material

- E16.2.1 Crushed Sub-base material will have a maximum aggregate size of 50 millimetre and be supplied in accordance with CW 3110.

#### E16.3 Geotextile Fabric

- E16.3.1 Geotextile fabric will be supplied in accordance with Section 2 of CW 3130.

#### E16.4 Asphalt Material

- E16.4.1 Asphalt material will be Type 1A and will be supplied in accordance with Sections 5 and 6 of CW 3410.

### CONSTRUCTION METHODS

#### E16.5 General

- E16.5.1 Remove existing concrete pavement to a minimum width of 1.5 metres at locations as shown on the Drawings or as directed by the Contract Administrator in accordance with Section 3.1 of Specification CW 3110.
- E16.5.2 Excavate to a depth of 350 millimetres below the top of the existing pavement.
- E16.5.3 Compact existing sub-grade to a minimum of 95% Standard Proctor Density.
- E16.5.4 Place geotextile fabric in accordance with Specification CW 3130.
- E16.5.5 Place and compact crushed sub-base material in accordance with CW 3110 to a 300 millimetres compacted depth. Compact to a minimum of 100% Standard Proctor Density.
- E16.5.6 Place and compact asphalt material to a 50 millimetres compacted depth matching the top of the existing concrete pavement. Compact to an average of 95% percent of the 75 Blow Marshall Density of the paving mixture with no individual test being less than 90% percent.
- E16.5.7 Each layer must be levelled and accepted by the Contract Administrator before the succeeding layer may be placed.
- E16.5.8 Additional excavation and placement of sub-base material beyond the identified pavement structure will be completed in accordance with CW 3110 as directed by the Contract Administrator.

### MEASUREMENT AND PAYMENT

#### E16.6 Pavement Patching

- E16.6.1 Pavement patching will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Pavement Patching". The area to be paid for will be the total

number of square metres of pavement patched in accordance with this specification, accepted and measured by the Contract Administrator.

## **E17. SUPPLY AND INSTALLATION OF PAVEMENT REPAIR FABRIC**

### DESCRIPTION

#### E17.1 General

E17.1.1 This specification covers the supply and installation of pavement repair fabric.

E17.1.2 Referenced Standard Construction

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

### MATERIALS

#### E17.2 Storage and Handling

E17.2.1 Store and handle material in accordance with Section 2 of CW 3130.

#### E17.3 Pavement Repair Fabric

E17.3.1 Pavement repair fabric will be Glas Grid Road Reinforcement Mesh - Style 8501.

### CONSTRUCTION METHODS

#### E17.4 General

E17.4.1 Install pavement repair fabric at random locations as directed by the Contract Administrator.

E17.4.2 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.

E17.4.3 Proceed with installation upon completion and acceptance of the asphalt levelling course.

E17.4.4 Install fabric in accordance with the manufacturer's specifications and recommendations.

E17.4.5 Only construction equipment required to place the final asphalt surface course will be allowed to travel on the exposed fabric.

E17.4.6 Replace damaged or improperly placed fabric.

E17.4.7 Ensure temperature of the asphalt material does not exceed the melting point of the fabric.

### MEASUREMENT AND PAYMENT

#### E17.5 Pavement Repair Fabric

E17.5.1 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.

## **E18. TREE AND STUMP REMOVAL**

### DESCRIPTION

E18.1 Further to CW 3010 and the City of Winnipeg "Tree Removal Guidelines", this specification shall cover the removal of stumps as specified on the Drawings and as directed by the Contract Administrator.

### CONSTRUCTION METHODS

E18.2 Remove trees and stumps in accordance with CW 3010

E18.3 Further to CW 3010, stumps are to be ground to a depth of 300mm below final boulevard grade.

#### MEASUREMENT AND PAYMENT

E18.4 Tree removal will be measured on a unit basis and will be paid for at the Contract Unit Price per unit for "Tree Removal" and "Stump Removal" which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this specification and accepted by the Contract Administrator.

### **E19. INSTALLATION OF EARLY OPEN TRAFFIC SIGNALS CONCRETE BASES**

#### DESCRIPTION

E19.1 This Specification shall cover the installation of Early Open Concrete Bases

#### MATERIALS

E19.2 Supply concrete for bases in accordance with CW 2160, Table CW 2160.1 Design Requirements for Concrete Used for Underground Structures, for Type A Structures (monolithic sewers and reinforced structures).

E19.3 Further to E19.2, the supplied concrete shall achieve a minimum compressive strength of 22 MPa at 48 hours.

#### CONSTRUCTION METHODS

E19.4 Construction Methods for the installation of Early Open Concrete Bases shall be as per Section 3.7 of CW 3620.