



THE CITY OF WINNIPEG

TENDER

TENDER NO. 66-2026

**2026 PLESSIS ROAD PAVEMENT RENEWAL – FERMOR AVENUE TO DUGALD
ROAD**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2026 PLESSIS ROAD PAVEMENT RENEWAL – FERMOR AVENUE TO DUGALD ROAD

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 18, 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 B17.5 will prevail over the Total Bid Price entered in MERX.

B10. DISCLOSURE

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

B10.2 The Persons are:

- (a) N/A

B11. CONFLICT OF INTEREST AND GOOD FAITH

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

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

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

that could or would be seen to:

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

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

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

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

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

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

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

B12. QUALIFICATION

B12.1 The Bidder shall:

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

- (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B12.5 and C6.19)
- 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 Award Authority may reject a Bid as being non-responsive if it exceeds the funds available as shown in **Error! Reference source not found.**
- B17.5 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.
- B17.5.1 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.
- B17.5.2 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.
- B17.5.3 Bidders are advised that the calculation indicated in B17.5 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 If funding for the Work is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Bidders are advised that the terms of C24 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B17.
- B18.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of their Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2025-11-01) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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 Pavement Reconstruction
 - (i) Sta 20+10 to Sta 24+50
- (b) Asphalt Pavement Widening
 - (i) Sta 0+00 to Sta 3+35
 - (ii) Sta 5+25 to Sta 7+65
- (c) Asphalt Mill and Fill
 - (i) Sta 0+00 to Sta 3+50
 - (ii) Sta 3+50 to Sta 14+25 northbound
 - (iii) Sta 14+25 to Sta 20+10
- (d) Concrete Major Rehabilitation
 - (i) Sta 7+40 to Sta 14+25 southbound
- (e) Asphalt Multi-Use Pathway
 - (i) Sta 26+00 to Dugald Road

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

- (a) Asphalt Pavement Reconstruction
 - (i) Asphalt pavement removal
 - (ii) Barrier curb and gutter removal
 - (iii) Excavation
 - (iv) Bench cutting of existing slopes
 - (v) Sub-grade compaction where no sensitive utilities exist
 - (vi) Placement of geotextile and geo-grid
 - (vii) Placement of sub-base and base course
 - (viii) Construction of concrete curb and integral splash strip for asphalt pavements
 - (ix) Placement of SP1 and SP2 asphalt for mainline (three lifts total 170mm)
 - (x) Placement of Type MS1 asphalt for approach tie-ins (60-120mm thick)
 - (xi) Concrete median slabs and sidewalk
 - (xii) Installation of detectable warning tiles
 - (xiii) Installation of raked asphalt median
 - (xiv) Grading of ditches
 - (xv) Supply and installation of CSP culverts
 - (xvi) Hydro-seeding
- (b) Asphalt Pavement Widening
 - (i) Excavation of existing shoulder and ditch slopes
 - (ii) Bench cutting of existing slopes
 - (iii) Sub-grade compaction

- (iv) Placement of geotextile and geo-grid
- (v) Placement of sub-base and base course
- (vi) Placement of three lifts of SP asphalt (170mm thick)
- (vii) Construction of shoulder edge treatment
- (viii) Grading of ditches
- (ix) Hydro-seeding
- (c) Asphalt Mill and Fill
 - (i) Preparation of existing granular shoulder
 - (ii) Placement of granular A base course to build up the shoulders where required
 - (iii) Milling of asphalt to varying depths (average 80mm depth, grades will be provided)
 - (iv) Placement of SP1 asphalt in two lifts (100mm thick)
 - (v) Placement of glass-grid between asphalt lifts
 - (vi) Construction of granular shoulder edge treatment
 - (vii) Repair to existing concrete curb
- (d) Concrete Major Rehabilitation
 - (i) Concrete curb replacement
 - (ii) Concrete curb removal
 - (iii) Construction of new shoulders
 - (iv) Full depth concrete repairs
 - (v) Placement of SP1 asphalt in two lifts (100mm thick)
 - (vi) Placement of glass-grid between asphalt lifts
 - (vii) Asphalt tie-ins
- (e) Asphalt Multi-Use Pathway
 - (i) Removal of existing concrete sidewalk
 - (ii) Bench cutting of existing slopes
 - (iii) Supplying and placing suitable site sub-grade material
 - (iv) Sub-grade compaction
 - (v) Placement of geotextile and geo-grid
 - (vi) Placement of sub-base and base course
 - (vii) Ditch excavation and ditch grading
 - (viii) Removal and installation of CSP culverts
 - (ix) Restoration of private approaches
 - (x) Construction of safety median and curb ramps
 - (xi) Placement of one lift of MS1 asphalt (75mm thick)
 - (xii) Grading of ditches
 - (xiii) Hydro-seeding

D3. CONTRACT ADMINISTRATOR

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

Scott Suderman, P.Eng.
Senior Project Manager

Telephone No. 204 782-7189 Email Address scott.suderman@wsp.com

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

D4. CONTRACTOR'S SUPERVISOR

- D4.1 At the pre-construction meeting, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D4.2 At least two (2) Business Days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in 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) Contractor's Pollution Liability insurance not less than in the amount of one million dollars (1,000,000) per occurrence and one million dollars (1,000,000) annual aggregate insuring

against claims covering third party injury and property damage and including clean up costs and transported cargo and a result of pollution conditions arising suddenly or gradually from the Contractors operations and completed operations. Such policy to include The City as an additional insured and shall remain in place throughout the warranty period.

- (d) all risks Installation Floater carrying adequate limits to cover supplies and/or materials intended to enter into and form part of any installation.
- (e) Property insurance for all mobile offices, portable toilets, machinery and equipment

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 All subcontractors performing work on the Project shall provide the Contractor with evidence of insurance as outlined in D2.1 (a) and (b) and be registered with Workers Compensation Board of Manitoba and maintain insurance and workers compensation coverage throughout the performance of the Work. The contractor shall provide the Contract Administrator with evidence of the same prior to the commencement of any Work by the Subcontractors.

D8.5 The Contractor shall provide:

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

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 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.

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

D9. CONTRACT SECURITY

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

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

D9.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety’s Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety’s Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>

- (i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
- (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
- (iii) L&M Bond – Schedule C – Surety's Position
<https://www.winnipeg.ca/media/4836/>

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

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

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

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

D9.2 The Contractor shall provide:

- (a) the required Contract Security to:

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

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 ten (10) Business Days prior to the commencement of any Work on the Site.

D11. EQUIPMENT LIST

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a pre-construction meeting, or at least twenty (20) Business Days prior to the commencement of any Work on the Site.

D12. DETAILED WORK SCHEDULE

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

D12.2 The detailed work schedule shall consist of the following:
(a) a Gantt chart for the Work based on the C.P.M. schedule;
all acceptable to the Contract Administrator.

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 equipment list specified in D11;
(ix) the detailed work schedule 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.
(c) The construction methodology statement described in E22.1.1(a)

D13.3 The Contractor shall not commence the Work on the Site before May 19th, 2026, and shall commence the Work on Site no later than June 1st, 2026, as directed by the Contract Administrator and weather permitting.

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. 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) Greater Winnipeg Water District (GWWD) – GWWD will replace the section of track south of St. Boniface Road and will require about three days of work. GWWD will perform all of the rail works; the Contractor shall provide the asphalt surfacing. The Contractor will be required to remove the existing asphalt and place new asphalt once the tracks have been installed. This will occur during Phase 3A while the road is closed. The exact scheduling to be coordinated with the Contractor's submitted schedule.
The Contractor shall not park equipment to block the safety warning system at anytime;
 - (b) Manitoba Hydro Gas – The Contractor shall arrange for any required safety watches. The Contractor shall expose the 400 gas main at the start of the project for WSP to take elevations. The Contractor shall provide an equipment list for Manitoba Hydro Gas review to calculate safe loading and working requirements. The Contractor shall adhere to the requirements;
 - (c) Waterside Estates Developments – The developer has to pave their new intersection connection to Plessis Road;
 - (d) City of Winnipeg Traffic Signals –. Renewal of the flashing beacon at the median bull nose.
 - (e) City of Winnipeg Traffic Services – The City will provide, install and maintain detour related signage outside of the work zone. The Contractor will provide, install and maintain the Designated Work Zone signage and up to three electronic variable message signs.
 - (f) CN Rail Symington Yards – Full time access has to be maintained during weekdays during the daytime for WB-20 vehicles. They do not have an alternative access for their trucks, but do have for passenger vehicles.
 - (g) Manitoba Transportation and Infrastructure (MTI)– The Contractor must place temporary traffic control on Fermor Avenue to the requirements of MTI
 - (h) Contractor for Tender 59-2025 – Maple Leaf Construction has possible warranty work and landscaping maintenance to perform at the Dugald and Plessis intersection.

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 D12 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 The Work shall be divided into Stages. Each Stage shall be subdivided into sub-stages. Sub-stages are further subdivided into major items of work.

D16.1.2 The major work areas and work types are directly related to the traffic management plan. Some stages may overlap, to facilitate the Contractor's schedule. If the Contractor has a more effective approach or has a change to their schedule, they can request it in writing two weeks in advance to the change to the Contract Administrator for consideration.

D16.1.3 Initial Works described in D16.1.4 could happen up to five (5) Working Days prior to Commencement and the counting of Working Days if two-way traffic can be maintained safely.

D16.1.4 Initial Works (Temporary Pavement)

- (i) Temporary pavement at the CN approach and at Camiel Sys to facilitate temporary truck movements.
- (ii) Temporary pavement at the bullnose near STA 3+50 to cross over traffic when working on the east lanes.
- (iii) Daylighting the 400 gas line to determine elevations.
- (iv) Daylighting feedermain, 450 AC WM or aqueduct if required.

D16.1.5 Stage 1 (Two way traffic maintained from Camiel Sys to Fermor Avenue and One-way northbound traffic from Camiel Sys to Dugald Road)

- (i) The intent of this stage is to give the Contractor started on the pathway works.
- (ii) Depending on the Contractor's available manpower, they can skip this Stage and combine with Stage 2 if they can work on the pathway and the reconstruction or widening sections concurrently.

D16.1.6 Stage 2 (One way traffic maintained from Fermor Ave to Dugald Road)

- (i) The Contractor can work on one side of the road, while traffic on the other side of the road and then switch.
- (ii) Full depth repairs on the mainline are completed.
- (iii) Shoulders are prepared.
- (iv) Bottom lifts are to be placed on the divided sections.

D16.1.7 Stage 3a (Two way traffic is maintained from Fermor Avenue to the CN main approach)

- (i) The intent of this stage is to allow for echelon paving for undivided sections and complete top lift of divided sections.
- (ii) Allows for shoulder rounding to be completed.
- (iii) We will advise residents fronting Plessis Rd to use Camiel Sys for access to and from their residence. Flag persons will be required when the Contractor is working. When the Contractor is not present the barricades can be opened up for the local access.

D16.1.8 Stage 3b (Two way traffic maintained from Camiel Sys to Fermor Ave)

- (i) The intent of this stage is to allow for echelon paving for undivided sections and complete top lift of divided sections.

- (ii) Flag person(s) will be required at Camiel Sys to reduce public having to u-turn at the CN main approach during work hours.
- (iii) Allows for shoulder rounding to be completed.

D16.2 Milling could occur during Stage 2 or Stage 3; it depends on the Contractor's methodology.

D16.2.1 Public truck traffic is not permitted for more than 72 hours on a milled surface.

D16.3 The intersection with the CN approach could be partially paved during Stage 3 depending on the Contractor's paving plans. WB-20 trucks use this approach continuously during weekdays and they do not have an alternate access.

D16.4 Placing the topsoil and finished grading of the median areas shall be completed prior to commencing construction of the asphaltic concrete overlay, including the scratch course.

D16.5 Bottom lifts of asphalt are required prior to moving traffic onto newly constructed or widened sections.

D16.6 New curbs or curb replacement must have the adjacent asphalt removed prior to construction of new curbs.

D17. SUBSTANTIAL PERFORMANCE

D17.1 The Contractor shall achieve Substantial Performance within Seventy-Five (75) consecutive Working Days of the commencement of the Work as specified in D13.

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 Eighty (80) consecutive Working Days of the commencement of the Work as specified in D13.

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 – Four Thousand Five Hundred dollars (\$4500);
- (b) Total Performance – One Thousand dollars (\$1000).

- 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. ACCELERATED COMPLETION

DESCRIPTION

- D20.1 General
- D20.1.1 This Supplemental Condition shall cover the accelerated completion for this contract.
- D20.2 Acceleration of Work
- D20.2.1 At no risk to the City, the Contractor at its own initiative, means, and expense, may undertake to complete the Works for this Contract to facilitate the safe reopening of traffic and pedestrians in advance of the stipulated Working Days as specified in D17.
- D20.2.2 Accelerated Completion is directly related to the opening of Plessis Road to all modes of transport, with all lanes open.
- D20.2.3 Reopening shall occur when all Work items listed in D2 are complete, including boulevard restoration, asphalt tie-ins and Site cleanup.
- D20.2.4 In recognition of the fact that an early completion of the Works is of benefit to the City, the City will compensate the Contractor for said early completion on a per diem unit price basis, as hereinafter set out, provided that the City will not be liable to pay for any period of acceleration in excess of ten (10) days, not including Saturdays, Sundays, or Statutory Holidays .
- D20.2.5 It is noted that certain delays of the Work are normal, due to Site conditions, necessary layout and dimensional changes. The Contract Administrator will attempt to resolve each situation as soon as possible. The Contractor is advised that no extension to the Working Days defined in D17 will be given for events of this sort which cause construction delay and are resolved within 48 hours of the requirement of change becoming know to both the Contractor and the Contract Administrator.

MEASUREMENT AND PAYEMENT

- D20.3 Method of Measurement
- D20.3.1 Accelerated completion will be measured on a unit basis per diem. The number of days to be paid for will be the total number of days, not including Saturdays, Sundays, or Statutory Holidays, with which all of the Work is complete and is safely reopened to vehicular and pedestrian traffic in advance of the expiry of Working Days specified in D17 with all specified Works listed in D17 completed and acceptable to the Contract Administrator.
- D20.4 Basis of Payment
- (a) Accelerated completion will be paid for at the Unit Price per diem specified hereinafter for "Accelerated Completion" which price shall be payment in full for performing all operations undertaken and all other items incidental to the Work included in this Specification. Unit Price per diem = Five thousand dollars (\$5,000).
- D20.4.1 Payment of this item is not identified on Form B: Prices, and shall not be included thereon. If accelerated completion does occur as specified herein, then payment will be made for this item as an addition to the Contract.

D21. SCHEDULED MAINTENANCE

- D21.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Seed Maintenance as specified in CW 3520;
 - (b) Reflective Crack Maintenance as specified in CW 3250.
- D21.2 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

D22. JOB MEETINGS

- D22.1 Regular weekly job meetings will be held at Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, 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.
- D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

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

- D23.1 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).

D24. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D24.1 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.

D25. FUEL PRICE ADJUSTMENT

- D25.1 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.
- D25.1.1 Eligible Work will be determined in accordance with D25.5.
- D25.1.2 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.

- D25.1.3 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.
- D25.1.4 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.
- D25.2 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.
- D25.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.
- D25.4 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.
- D25.5 The Fuel Factor (FF) rates will be set as follows:
- (a) The Fuel Factor rate shall be set at 2.7% of the monetary value of all Work based on unit prices except for the portions of the Contract.

WARRANTY

D26. WARRANTY

- D26.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) years thereafter for the mill and fill and pavement widening works, and two (2) years thereafter for pavement reconstruction and asphalt pathway construction works, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

INDEMNITY

D27. INDEMNITY

- D27.1 Indemnity shall be as stated in C17.

FORM J: SUBCONTRACTOR LIST
 (See D10)

Click or tap here to enter text.

<u>Portion of the Work</u>	<u>Name</u>	<u>Address</u>
SURFACE WORKS		
<u>Supply of Materials</u>		
Sub-base and base course		
Asphalt		
Glas-grid		
Concrete		
Culverts		
Hydro-seed		
Variable Message Signs		
<u>Installation and Placement</u>		
Excavation		
Sub-base and base course		
Asphalt		
Milling		
Glas-grid		
Concrete		
Culverts		
Hydro-seed		
Crack Sealing		

FORM K: EQUIPMENT
(See D11)

Click or tap here to enter text.

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D11)

Click or tap here to enter text.

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

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
P-3597-01	Horizontal Geometry and Pavement Renewal Type STA -0+66 to STA 5+50	A1
P-3597-02	Horizontal Geometry and Pavement Renewal Type STA 5+50 to STA 12+50	A1
P-3597-03	Horizontal Geometry and Pavement Renewal Type STA 12+50 to STA 19+50	A1
P-3597-04	Horizontal Geometry and Pavement Renewal Type STA 19+50 to STA 26+50	A1
P-3597-05	Horizontal Geometry and Pavement Renewal Type STA 26+50 to STA 32+27	A1
P-3597-06	Plan and Profile STA -0+66 to STA 1+00	A1
P-3597-07	Plan and Profile STA 1+00 to STA 2+75	A1
P-3597-08	Plan and Profile STA 2+75 to STA 4+50	A1
P-3597-09	Plan and Profile STA 4+50 to STA 6+25	A1
P-3597-10	Plan and Profile STA 6+25 to STA 8+00	A1
P-3597-11	Plan and Profile STA 8+00 to STA 9+75	A1
P-3597-12	Plan and Profile STA 9+75 to STA 11+50	A1
P-3597-13	Plan and Profile STA 11+50 to STA 13+35	A1
P-3597-14	Plan and Profile STA 13+25 to STA 15+00	A1
P-3597-15	Plan and Profile STA 15+00 to STA 16+75	A1
P-3597-16	Plan and Profile STA 16+75 to STA 18+50	A1
P-3597-17	Plan and Profile STA 18+50 to STA 20+20	A1
P-3597-18	Plan and Profile STA 20+20 to STA 21+60	A1
P-3597-19	Plan and Profile STA 21+60 to STA 23+35	A1
P-3597-20	Plan and Profile STA 23+35 to STA 25+00	A1
P-3597-21	Plan and Profile STA 25+00 to STA 26+75	A1
P-3597-22	Plan and Profile STA 26+75 to STA 28+50	A1
P-3597-23	Plan and Profile STA 28+50 to STA 30+25	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
P-3597-24	Plan and Profile STA 30+25 to END	A1
P-3597-25	Cross Sections and Details	A1
P-3597-26	Cross Sections and Details	A1
P-3597-27	Cross Sections and Details	A1
P-3597-28	Cross Sections and Details	A1
P-3597-29	Staging Plan and Temporary Signage Plan	A1
P-3597-30	Stage 1	A1
P-3597-31	Stage 1	A1
P-3597-32	Stage 2	A1
P-3597-33	Stage 2	A1
P-3597-34	Stage 2	A1
P-3597-35	Stage 2	A1
P-3597-36	Stage 2	A1
P-3597-37	Stage 3a	A1
P-3597-38	Stage 3b	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 Mobilization and Demobilization will be paid only once (to a maximum of 100%), regardless of the number of times the Contractor mobilizes to the site and/or sites.

E3. GEOTECHNICAL REPORT

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

E4. OFFICE FACILITIES

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

- (a) The field office shall be for the exclusive use of the Contract Administrator.
- (b) The building shall be conveniently located near the site of the Work at a location agreed to by the Contract Administrator.
- (c) Three keys shall be provided for the Contract Administrator's use.
- (d) The building shall have a minimum floor area of 20 square metres, 2.4 with a window and a door entrance with a suitable lock.
- (e) The building shall be suitable for all weather use. It shall be equipped with an electric heater and air conditioner so that the room temperature can be maintained between either 16-18°C or 24-25°C.
- (f) The building shall be powered by a generator provided and maintained by the Contractor. Alternative power sources are to be approved by the Contract Administrator.
- (g) The building shall be adequately lighted with fluorescent fixtures and have a minimum of three wall outlets.
- (h) The office shall allow clear reception of a cell phone within the office with the door closed.
- (i) The building shall be furnished with one desk, table 3m x 1.2m, one four drawer legal size filing cabinet, and a minimum of 8 chairs. The chairs shall not contain fabric.
- (j) The building shall include a microwave and a small fridge.

- (k) 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.
- (l) 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.

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.

E6.4.1 Two weeks notice is required for changes related to Designated Construction Zones, and Regional Road directional or full closures.

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:

E7.1.1 Traffic flow is to be maintained as per the Contract Drawings.

E7.1.2 Private approaches and private 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

E7.1.3 Flag persons may be necessary to maintain the flow of traffic during certain work operations, including paving and managing entrances for soft closure and hard closures of Plessis Rd.

E7.1.4 Should the Contractor be unable to maintain vehicular access to a residence or business, they shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.

E7.1.5 Ambulance/emergency vehicle access must be maintained at all times.

E7.1.6 Truck access to the CN main approach must be maintained at all times during weekday daytime hours.

- E7.1.7 Phase 3 which includes full road closures that will facilitate echelon paving in undivided sections.
- E7.1.8 The Contractor is required to provide notices to the residents 48 hours before any closures required for asphalt paving.
- E7.2 Flag person signage is to be in place when a flag person is present, and only when they are present.

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:

Plessis Road from Camiel Sys to Dugald Road.

Collection Day(s): **Thursdays**

Collection Time: **TBD**

Common Collection Area: **TBD**

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

E9. WATER OBTAINED FROM THE CITY

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

E10. SURFACE RESTORATIONS

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

E11. INFRASTRUCTURE SIGNS

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

E12. SAFE EXCAVATION GUIDELINES FOR MANITOBA HYDRO

- E12.1 The Contractor is to adhere to the Safe Excavation and Safety Watch Guidelines provided in Appendix 'C'.

E13. SUPPLY AND INSTALL WATERMAIN AND WATER SERVICE INSULATION

DESCRIPTION

- E13.1 Notwithstanding 3.12 of CW 2110, this specification covers the supply and installation of insulation in roadway excavations over watermains and water services.
- E13.2 Referenced Standard Construction Specifications
- (a) CW 2030 – Excavation Bedding and Backfill
 - (b) CW 3110 – Sub –grade, Sub-base and Base Course Construction
- E13.3 Referenced Standard Details
- (a) SD-018 - Watermain and Water Service Insulation

MATERIALS

- E13.4 Acceptable insulation is:
- (a) Extruded Polystyrene rigid foam insulation – Type 4, 4” in thickness.
DOW - Roofmate or Highload 40
Owen’s Corning - Foamular 350 or Foamular 400.
2” X 48” X 96”, 2” X 24” X 96”, 4” X 24” X 96”
- E13.5 Sand Bedding:
- (a) In accordance with CW 2030

CONSTRUCTION METHODS

- E13.6 Prior to the installation of any sub-base material or geotextile material, locate all existing water services. Further to SD-018, where directed by the Contract Administrator, excavate the sub-grade to allow the top of the insulation to be installed flush with the surrounding sub-grade. Install the insulation on a level surface centered over the located watermain or water service for the full width of the roadway excavation. Install sand bedding if required to level the surface. Stockpile and dispose of excavated material in accordance with CW 3110.
- E13.7 Thickness of insulation is 100 mm (4”). If using 50 mm (2”) panels 2 layers are required. Total width of insulation to be as directed by the Contract Administrator. Place sufficient full width panels to meet or exceed the specified width.
- E13.8 Place insulation panels adjacent to each other over the specified area with no gaps between panels and less than 15mm of elevation difference along the adjoined edges. Where 2” thick panels are being used, offset the top layer to prevent the panel joints from aligning with the joints in the lower layer.
- E13.9 Use full panels of insulation where possible. Where necessary cut insulation panels to obtain coverage to specified lengths. Insulation pieces shall be a minimum of dimension of 300 mm in width or length.
- E13.10 Take appropriate measures to ensure panels are not displaced when installing geotextiles and during backfilling operations.

MEASUREMENT AND PAYMENT

- E13.11 Watermain and Water Service Insulation shall be measured on an area basis and paid for at the Contract Unit Price per square metre of “Watermain and Water Service Insulation”. The area to be paid for shall be the total square meters of watermain and water service insulation supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

- (a) Excavation of the roadway subgrade in accordance with E13.6 will not be measured for payment and will be included in the payment for "Watermain and Water Service Insulation".

E14. HYDRO SEED

DESCRIPTION

- E14.1 Further to CW3520 this Specification covers the seed mix type and payment.

MATERIALS

- E14.2 The seed mix shall be:

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

EQUIPMENT

- E14.3 Scarification equipment shall be suitable for the area being scarified, shall be capable of scarifying the sub-grade to the specified depth and shall be accepted by the Contract Administrator. For confined areas a toothed bucket may be acceptable. For larger areas tilling equipment may be required.

CONSTRUCTION METHODS

- E14.4 Preparation of Existing Grade

- E14.4.1 Prior to placing topsoil, in areas to be seeded greater in width than 600mm, prepare the existing sub-grade by scarifying to a minimum depth of 75mm and to a maximum depth of 100mm to the satisfaction of the Contract Administrator.

- E14.4.2 Scarification shall consist of breaking up and loosening the sub-grade.

MEASUREMENT AND PAYMENT

- E14.5 Supply, placement and maintenance of Hydro Seed will be paid for at the Contract Unit Price per square metre for "Hydro Seed", measured as specified herein, which price shall be payment in full for supplying all materials and for completing all operations herein described and all other items incidental to the work included in this Specification. Payment for Hydro Seeding shall be in accordance with the following:

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

E15. TEMPORARY ELECTRONIC VARIABLE MESSAGE SIGNS

DESCRIPTION

- E15.1 This specification provides clarification on how temporary variable message signs will be paid for and the expectations for durations, movement and provision of signs.

CONSTRUCTION METHODS

- E15.2 The Contractor shall place a VMS temporarily at each of the locations directed by the Contract Administrator.

- E15.3 The Contractor shall provide three (3) VMS.

- E15.4 The Contract Administrator will provide the Contractor with the messaging to be programmed. The Contractor is to assume the message is to be changed on each board at least twice during the project duration.

- E15.5 The Contractor is to assume that each board will require one relocation per sign during the project duration.
- E15.6 If more or less than three VMS are required the unit price will be adjusted by the corresponding ratio.

MEASUREMENT AND PAYMENT

- E15.7 "Temporary Variable Message Signs" shall be paid for by the week for the rental and placement of three (3) VMS.
- E15.8 Placement, removal, reprogramming as per E15.4 and relocations as per E15.5 are incidental to the unit prices.
- E15.9 Costs associated with provision of VMS following the date of Substantial Completion will not be measure or paid for.
- E15.10 In the event a sign is needed for less than a week at the start of the end of the project, the measurement shall be rounded up to a whole week.

E16. CONSTRUCTION LAYOUT AND AUTOMATED GRADE CONTROL REQUIREMENTS

DESCRIPTION

- E16.1 This specification describes what construction layout the Contract Administrator will perform for the Contractor, what electronic information will be provided to the Contractor and what construction methods are to be executed using automated grade control by the Contractor.

CONSTRUCTION METHODS

- E16.2 The Contract Administrator will provide the following;
- (a) Electronic files for the median, gutter lanes and auxiliary lanes so the Contractor can produce their own surface. The surface is intended to be used for automated control with excavation and placement of sub-base and base course.
 - (b) Grade and alignment stakes for all new excavations related pavement widenings.
 - (c) Grade and alignment stakes for all curbs, sidewalks and concrete works.
 - (d) Grade and alignment stakes for all underground works.
 - (e) Stationing stakes for the mainline alignment every 20m.
 - (f) Blue tops will be provided for all curbs.
 - (g) Milling grades will be provided for mill and fill sections.
 - (h) Areas in the mill and fill section that require an initial scratch coat will be marked out.
 - (i) Grade and flashing will be provided on all curbs for final asphalt elevation.
 - (j) Grades will be painted at each tie in.
- E16.3 The Contractor Administrator will use GPS equipment to check the accuracy of the automated Contractor equipment and will provide timely feedback.
- E16.4 The Contractor is to use a ski for asphalt paving. Grades will be painted on the prepared surfaces prior to asphaltting and between lifts.
- E16.5 The Contractor shall use a stringline to aid in painting out the edges of asphalt to be paved for each lift.

MEASUREMENT AND PAYMENT

- E16.6 Automated grade control setup and execution is incidental to the Contractor's work and no measurement or payment will be made.

E17. PREPARATION OF EXISTING ROADWAY

DESCRIPTION

- E17.1 This specification aims to clarify the scope of work to be included in the preparation of existing roadway and aims to expand on CW 3150 of the latest revision.
- E17.2 Preparation of existing roadway for this project is specific to the existing granular shoulders.
- E17.3 The existing granular shoulders may be steeper than 2% and go up to 6% cross fall. The shoulder need to be scarified, benched and built-up up with new Granular Base Course to allow for paving of the shoulders.

MATERIALS AND EQUIPMENT

- E17.4 The Contractor must use appropriately sized equipment when scarifying, grading, placing and compacting the shoulders.

CONSTRUCTION METHODS

- E17.5 The Contractor shall prepare a suitable construction methodology for preparing the shoulders, placing and compacting the granular base course.
- E17.6 The Contractor cannot damage the new HMA mat when placing and constructing the shoulder edge treatment and the Contractors methodology must demonstrate this.

MEASUREMENT AND PAYMENT

- E17.7 "Preparation of Existing Roadway" will be paid for on a square metre basis and shall include scarifying the existing surface and correcting the existing shoulder cross-fall, so it is prepared for a uniform thickness of leveling and/or structural base course.

E18. ASPHALT PAVEMENT WORKS – SPECIAL PROVISION

- E18.1 Appendix "B" – 2026 Asphalt Pavement Works shall replace the City of Winnipeg Standard Construction Specification CW 3410 – Asphaltic Concrete Pavement Works for the Tender.

E19. ASPHALT PLACEMENT

DESCRIPTION

- E19.1 This specification provides additional direction on finishing the longitudinal asphalt joints and other details on asphalt placement for clarity.
- E19.2 The intention of this specification is to use machines and procedures that reduce the magnitude for longitudinal cold joints constructed on the project.

CONSTRUCTION METHODS

- E19.3 The Contractor's asphalt paving machine is to be capable of paving up to 5.2m wide.
- E19.4 All undivided sections shall be echelon paved for top two lifts.
- E19.5 Bottom lifts shall be saw-cut back 150mm if paving lane at a time.
- E19.6 String lines shall be placed on the ground to facilitate paving in a straight line.
- E19.7 Each lift shall be at least 75mm wider than the next lift on the exterior.
- E19.8 The Contractor's Asphalt Superintendent shall meet with the Contract Administrator on site at least two days prior to paving to discuss the paving plan which includes truck access, direction

of paving, application of glas-grid, application of tack coat, volume of anticipated asphalt for the next paving operations, finishing details and paving width.

E19.9 Edges on new asphalt are to be protected with ramps. Rounded asphalt edges from temporary traffic are to be cut square prior to paving.

E19.10 Transfer machines for asphalt placement are a requirement.

MEASUREMENT AND PAYMENT

E19.11 No additional measurement or payment will be made for this work.

E20. HYDRO-VAC OF EXISTING SHALLOW UTILITIES

DESCRIPTION

E20.1 This specification is to provide clarity on payment for Hydro excavation during this project.

E20.2 The Contractor is to provide 24 hours notice to the Contract Administrator so we can prepare to as-built the utility.

MEASUREMENT AND PAYMENT

E20.3 Hydro-vac activities are incidental unless otherwise specific to the follow utilities.

- (i) 400 Gas Main
- (ii) 450 AC Watermain
- (iii) Feedermain
- (iv) Aqueduct

E20.4 If the Hydro-vac hole is required to be temporarily restored to accommodate traffic, restoration costs will be paid at the respective unit prices for those materials and placement.

E20.5 Hydro-vac will be paid for by the hour at the Contract Unit Price for "Hydro-Vac of Existing Shallow Utilities".

E20.6 The hourly rate shall only be measured for time the machine is present on site.

E21. CONSTRUCTION OF CURBS FOR ASPHALT PAVEMENT

DESCRIPTION

E21.1 This Specification covers the construction of Barrier Curb and Integral Barrier Curb with Splash Strip for Asphalt Pavement.

GENERAL

E21.2 Referenced Standard Construction Specifications and Detail Drawing:

- (a) CW 3110 – Sub-grade, Sub-base and Base Course Construction
- (b) CW 3310 – Portland Cement Concrete Pavement Works
- (c) CW 3240 – Renewal of Existing Curbs
- (d) Detail 'SD-200B' – Barrier Curb with Integral Splash Strip for Asphalt Pavement (150mm reveal)

CONSTRUCTION METHODS

E21.3 Further to CW 3310, the contractor shall construct the curbs as per the details in the Contract Drawings.

- E21.4 Construction of Barrier Curb for Asphalt Pavement and Barrier Curb with Integral Splash Strip for Asphalt Pavement (150mm reveal)
- E21.4.1 Place and compact 50mm sub-base, and base course material for roadway in accordance with the details and Specification CW 3110.
- E21.4.2 Supply and install 20M tie-bars into sub-base material as shown on Detail 'B'.
- E21.4.3 Drill holes into the sub-base with a drilling diameter of 2mm greater than the diameter of the tie bar.
- E21.4.4 Supply and install 2-10M longitudinal deformed bars for reinforcement as shown on Detail 'A'.
- E21.4.5 Supply and install 2-19.1mm dowels at transverse joints every 6.0 meters as shown on Detail 'A'. All dowels shall be thoroughly lubricated with asphaltic cut-back.
- E21.4.6 Provide a minimum of 40mm cover between reinforcing steel and the finished concrete surface.
- E21.4.7 Transverse joints will be saw cut every 3.0 meters. Transverse joints are to be saw cut to a maximum depth of 25mm, so as to not saw cut into the 10M longitudinal deformed bars and 19.1mm dowels.
- E21.4.8 Place concrete utilizing slip-form paving equipment in accordance with Specification CW 3310 unless otherwise directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

- E21.5 Construction of Barrier Curb with Integral Splash Strip for Asphalt Pavement shall be measured on a length basis and paid for at the Contract Unit Price per metre of "Construction of Barrier Curb with Integral Splash Strip for Asphalt Pavement". The length to be paid for shall be the total number of meters supplied and installed in accordance with this Specification, accepted and measured by the Contract Administrator.
- E21.6 The supply and installation of 20M tie-bars, 10M longitudinal deformed bars and 19.1mm dowels is incidental to "Construction of Barrier Curb for Asphalt Pavement" and "Construction of Monolithic Barrier Curb and Splash Strip for Asphalt Pavement". No measurement or payment will be made.
- E21.7 Supply and placement of base course material for backfill to be paid for as per payment item "Base Course Material - Granular A Limestone".

E22. ROADWORKS IN CLOSE PROXIMITY TO THE FEEDERMAIN OR AQUEDUCT

- E22.1 Contractors carrying out pavement construction or working in close proximity to the Feedermain, the 450 AC Watermain and the Aqueduct shall meet the following conditions and technical requirements.
- E22.1.1 Pre-work, Planning and General Execution
- (a) No work shall commence at the site until the construction method statement has been approved, a pre-construction meeting has been held, an inspection of the 450 AC WM, aqueduct and feedermain appurtenances have been inspect by Water Services, and the 450 AC WM, Feedermain and Aqueduct locations have been clearly delineated in the field by use of paint, staking/flagging, construction fencing, snow fencing, or other suitable methods.
- (b) The Contractor shall ensure that all work crew members understand and observe the requirements of this specification. Prior to commencement of onsite work, the Contractor shall jointly conduct an orientation meeting with the Contract Administrator and with all superintendents, foremen, and heavy equipment operators to make all workers on site fully cognizant of the limitation of altered loading on the 450 AC WM, Feedermain, the ramifications of inadvertent damage to the 450 AC WM, Feedermain

and Aqueduct and the constraints associated with work in close proximity to the Feedermain and Aqueduct.

- (c) For traverse crossings of the 450 AC WM, Feedermain and Aqueduct in support of the roadworks activities, designate crossing locations just beyond the construction site and confine equipment crossing the 450 AC WM, Feedermain and Aqueduct at those locations. Reduce equipment speeds to levels that minimize impact loadings.
- (d) For construction work activities either longitudinally or transverse to the alignment on the 450 AC WM, Feedermain and Aqueduct, work only with equipment and in the manner stipulated in the approved construction method statement and the requirements noted herein.
- (e) Subgrade, subbase, and base course construction shall be kept in a rut free condition at all times. Construction equipment is prohibited from crossing the 450 AC WM, Feedermain and Aqueduct if the grade is insufficient to support the equipment without rutting.
- (f) Granular material, construction material, soil or other material shall not be stockpiled on the 450 AC WM, Feedermain or within 5 metres of the 450 AC WM, Feedermain and Aqueduct centerline.
- (g) Stage construction such that the 450 AC WM, Feedermain and Aqueduct is not subject to significant asymmetrical loading at any time.
- (h) Where work is in proximity to the 450 AC WM, Feedermain and Aqueduct, utilize construction practices and procedures that do not impart excessive vibration loads on the 450 AC WM, Feedermain and Aqueduct or that would cause settlement of the subgrade below the 450 AC WM, Feedermain and Aqueduct

E22.1.2 Demolition and Excavation

- (a) Concrete demolition and removal within 3 metres horizontally of the 450 AC WM, Feedermain and Aqueduct shall be completed by saw-cutting and removal, or use of hand-held jackhammers. Use of machine mounted concrete breakers above the 450 AC WM, Feedermain and Aqueduct shall not be permitted.
- (b) Where there is less than 2.5 metres of cover over the 450 AC WM, Feedermain and Aqueduct, offset the excavator or excavation equipment from the 450 AC WM, Feedermain and Aqueduct a minimum of 2.5 metres from the 450 AC WM, Feedermain and Aqueduct centerline to carry out excavation.
- (c) Where there is less than 1.6m of earth cover over the 450 AC WM, Feedermain and Aqueduct and further excavation is required either adjacent to or over the Feedermain and Aqueduct, utilize only smooth edged excavation buckets, soft excavation, or hand excavation techniques.
- (d) Excavated materials intended for reuse shall not be dumped directly on the 450 AC WM, Feedermain and Aqueduct but shall be carefully bladed into place.

E22.1.3 Subgrade Construction

- (a) Subgrade compaction within three metres (horizontal) of a the 450 AC WM, Feedermain and Aqueduct shall be limited to non-vibratory methods only. Small walk behind vibratory packers will be permitted.
- (b) 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 minimize the impact of wet weather.
- (c) 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 450 AC WM, Feedermain and Aqueduct, 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.

E22.1.4 Subbase and Base Course Construction

- (a) Subbase or base course material shall not be dumped directly on top of the 450 AC WM, Feedermain and Aqueduct, but shall be carefully bladed into place.
- (b) Subbase compaction shall be either carried out by static methods without vibration or with smaller equipment such as hand-held plate packers or smaller roller equipment.

E22.1.5 Paving

- (a) When constructing asphalt pavements, only non-vibratory compaction should be used within 3 metres (horizontal) of the center of the 450 AC WM, Feedermain and Aqueduct.

E23. ASPHALT SMOOTHNESS BONUS

E23.1 Surface Smoothness

E23.1.1 Smoothness will be expressed in terms of the International Roughness Index (IRI) which is the accumulated suspension motion of a car divided by the distance travelled. The IRI is calculated by applying a standardized computer algorithm to the profile data collected by an inertial profiler. The distance per section is 100m.

E23.1.2 The profile readings will be terminated 10m from the beginning and end of the GWWD railway crossing, 10m from an existing transverse pavement which was placed under another contract, and 10m on either side of manhole covers/water valves.

E23.1.3 All asphalt pavements that are excluded from the IRI assessment or any abnormal deficiencies observed by the Contract Administrator will be subject to a review. The review will be subjective and will be based on field conditions and workmanship. All corrective actions shall be the responsibility of the Contractor.

E23.1.4 Any length of pavement at least 300m long and having a width of at least 3.5m will be considered a lane for the purpose of smoothness testing. This will include any passing, acceleration, deceleration, turning lanes that meet the above criteria.

E23.1.5 Exclusions include the following:

- (i) N/A

E23.2 Smoothness Testing Post Construction

E23.2.1 The Contractor shall be responsible for all profile testing to meet the requirements of this contract.

E23.2.2 All testing shall be continuous and be run in the direction of the traffic. Stationing shall be provided by the Contract Administrator and for all testing.

E23.2.3 The Profiler shall be operated at optimum speed as defined by the manufacturer.

E23.2.4 All testing shall be reported in 100 metre segments complete with a summary of all dip and bump measurements and locations.

E23.2.5 The Contractor shall run the profile in both wheel paths of each individual lane and average the resulting IRI results to determine acceptance. The profiles shall be run 0.9 meters from each lane line. A guide shall be used to ensure proper alignment of the profile. The Contract Administrator will have a representative present during all testing period

E23.3 Definitions

- (a) International Roughness Index (IRI): Roughness measure in (mm/m)
- (b) Localized Roughness: An IRI value over a specified limit within a section length of 7.6m.
- (c) Outer Wheel Path: a longitudinal line parallel to the centerline of pavement located approximately 0.9m to 1.1m from all lane edges.

- (d) Inner Wheel Path: a longitudinal line parallel to the centerline of pavement located approximately 1.5m to 1.8m from outer wheel path.
- (e) Section: a continuous 100m length of pavement.

E23.4 Specification Limits and Pay Bonus

E23.4.1 Payments for pavement smoothness shall be paid through a Change of Work Order.

E23.4.2 Each 100m section of the final lift will qualify for a payment if the section has an IRI less than 1.18 mm/m per 100m.

E23.4.3 Repairs within any 100m section will disqualify that section from receiving any payments.

E23.4.4 All pay adjustments are based on a single lane. Lanes are independent of each other for payment purposes.

E23.4.5 Pay Bonus for Asphalt Pavement Table

Pay Bonus Calculations for Asphalt Pavement Smoothness		
Floating Pay Adjustment Formula	IRI (mm/m)	Pay Bonus per \$/100m
N/A	≤ 1.18	\$300.00
N/A	> 1.18	\$0