



THE CITY OF WINNIPEG

TENDER

TENDER NO. 68-2026

JOINT AND CRACK SEALING OF CONCRETE PAVEMENTS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Joint and Crack Sealing of Concrete Pavements

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 27, 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 B16.
- 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/Proposal;
 - (b) Form B: Prices.
- 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 B16.1(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.

B8.4.2 All signatures shall be original.

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 **Error! Reference source not found.** 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™) or
 - (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 <http://www.winnipeg.ca/matmgt/Safety/default.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. OPENING OF BIDS AND RELEASE OF INFORMATION

- B13.1 Bids will not be opened publicly.
- B13.2 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.
- B13.3 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.
- B13.4 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).
- B13.4.1 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.

B14. IRREVOCABLE BID

- B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B14.2 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 for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15. WITHDRAWAL OF BIDS

- B15.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B16. EVALUATION OF BIDS

- B16.1 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.
- B16.2 Further to B16.1(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.
- B16.3 Further to B16.1(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.
- B16.4 Further to B16.1(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.
- B16.4.1 Further to B16.1(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.

- B16.4.2 Where MRST is shown on Form B as a separate line item, if that Line item is not completed, the MRST shall be considered to be included in the Total Bid Price.
- B16.4.3 Bidders are advised that the calculation indicated in B16.4 will prevail over the Total Bid Price entered in MERX.

B17. AWARD OF CONTRACT

- B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B17.2 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.
- B17.2.1 Without limiting the generality of B17.2, 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.
- B17.3 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.
- B17.4 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 B16.
- B17.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B17.5.1 The Contract Documents, as defined in C1.1(p), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.
- B17.6 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 joint and crack sealing of designated concrete street pavements in the City of Winnipeg.

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

- (a) Removal of old sealant, shaping and cleaning of reservoir and sealing of existing joint and cracks in the pavement of identified streets
- (b) Cutting and sealing of new cracks formed in the concrete pavement of identified streets

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Michael Sawchuk, C.E.T.
Contracts and Technologist Supervisor
Telephone No. 204 986 7409
Email Address msawchuk@winnipeg.ca

D3.2 At the pre-construction meeting, the Contract Administrator 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.

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D6. SAFE WORK PLAN

D6.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D6.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg,

Corporate Finance, Purchasing Division website at
<http://www.winnipeg.ca/matmgt/Safety/default.stm>

- D6.3 Notwithstanding B12.4 at any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, contractual liability, unlicensed motor vehicle liability (contractor's equipment), non-owned automobile liability and products and completed operations endorsement, to remain in place at all times during the performance of the Work and throughout the Warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D7.4 The Contractor shall provide:
- (a) The certificate of insurance, in a form satisfactory to the Supervisor of Insurance, to:

The City of Winnipeg
Risk Management
Insurance Section
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1
 - (b) The Contract Administrator with a copy of the certificate of insurance.

At least two (2) Business Days of notification of the award of the Contract and prior to the commencement of any Work on the Site.
- D7.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Supervisor of Insurance.

D8. CONTRACT SECURITY

- D8.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security 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.
 - (c) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the amount of fifty percent (50%) of the Contract Price; or

- (d) a certified cheque or draft payable to “The City of Winnipeg”, drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D8.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice
<https://www.winnipeg.ca/media/4831/>
 - (ii) Performance Bond – Schedule B – Surety’s Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety’s Position
<https://www.winnipeg.ca/media/4833/>
- (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
 - (i) L&M Bond – Schedule A – Notice of Claim
<https://www.winnipeg.ca/media/4834/>
 - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice
<https://www.winnipeg.ca/media/4835/>
 - (iii) L&M Bond – Schedule C – Surety’s Position
<https://www.winnipeg.ca/media/4836/>
- (c) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca/media/4931/>

D8.1.2 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D8.1.2(b).

D8.1.3 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City’s request or within such greater period of time as the City in their discretion, exercised reasonably, allows.

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

D8.1.5 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D8.2 The Contractor shall provide:

- (a) the required Contract Security to:

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

Winnipeg, MB R3B 1J1

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

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

D8.3 Where the Contract Security is provided in accordance with D8.1(a) and D8.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:

- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D8.1(b); and
(b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

D9. SUBCONTRACTOR LIST

D9.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D10. DETAILED WORK SCHEDULE

D10.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least two (2) Business Days prior to the commencement of any Work on the Site.

- (a) a critical path method (C.P.M.) schedule for the Work;
all acceptable to the Contract Administrator.

D10.2 Further to D10.1(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

D11. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

D11.1 The Contractor shall provide the Contract Administrator with an Accessibility Plan at least five (5) Business Days prior to the commencement of any Work on the Site.

D11.2 The Accessibility Plan shall demonstrate how the Contractor will accommodate the safe passage of pedestrians and cyclists in accordance with the Manual of Temporary Traffic Control, the Contract Drawings, Staging Plans, and Streets By-Law No. 1481/77 at all times for the duration of the Construction. Unless noted in the Contract, the Accessibility Plan must include a written plan for the following:

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

D11.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.

- D11.4 The Accessibility Plan shall include written details on how the Contractor intends to review, maintain, and document all items related to the Accessibility Plan on-site during Construction, including, but not limited to:
- (a) Signage
 - (b) Temporary Ramping
 - (c) Transit Stops
 - (d) Detour Signage
- D11.5 At minimum, the Contractor shall review the site conditions on a daily basis to ensure that all features related to the Accessibility Plan are in place. The site review is intended to correct deficiencies as a result of unforeseen events such as wind, traffic, or the general public. Deficiencies that are direct result of the Contractors actions must be corrected immediately.
- D11.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D11.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D11.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
- D11.9 Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until they are in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D6;
 - (iv) evidence of the insurance specified in D7;
 - (v) evidence of the contract security specified in D8;
 - (vi) the Subcontractor list specified in D9;
 - (vii) the detailed work schedule specified in D10;
 - (viii) the Requirements for Site Accessibility Plan as specified in D11 and
 - (ix) the direct deposit application form specified in C12.20.
 - (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D13. CRITICAL STAGES

- D13.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Joint and Crack Sealing on Regional Streets listed in Appendix A to be achieved by August 28, 2026.

D14. SUBSTANTIAL PERFORMANCE

- D14.1 The Contractor shall achieve Substantial Performance within thirty (30) consecutive Working Days of the commencement of the Work as specified in D12.
- D14.2 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 reinspected.
- D14.3 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.

D15. TOTAL PERFORMANCE

- D15.1 The Contractor shall achieve Total Performance within thirty-five (35) consecutive Working Days of the commencement of the Work as specified in D12.
- D15.2 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 reinspected.
- D15.3 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.

D16. LIQUIDATED DAMAGES

- D16.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – two hundred dollars (\$200.00);
 - (b) Total Performance – five hundred dollars (\$500.00).
- D16.2 The amounts specified for liquidated damages in D16.1 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.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. JOB MEETINGS

- D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D18.1 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).

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D19.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at their sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

PAYMENT

D20. PAYMENT SCHEDULE

- D20.1 Further to C12, payment shall be in accordance with the following payment schedule:
- (a) After fifteen (15) consecutive working days;
 - (b) After thirty (30) consecutive working days;
 - (c) After Total Performance is achieved

WARRANTY

D21. WARRANTY

- D21.1 Warranty is as stated in C13

INDEMNITY

D22. INDEMNITY

- D22.1 Indemnity shall be as stated in C17.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

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

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
TS1	Warde Ave – From Lagimodiere Blvd to Rue Des Hivernants	A1
TS2	Warde Ave – From Lagimodiere Blvd to Rue Des Hivernants	A1
TS3	Warde Ave – From Lagimodiere Blvd to Rue Des Hivernants	A1
TS4	Warde Ave – From Lagimodiere Blvd to Rue Des Hivernants	A1
TS5	Selkirk Ave – From Arlington St to Salter Ave	A1
TS6	Selkirk Ave – From Arlington St to Salter Ave	A1
TS7	Selkirk Ave – From Arlington St to Salter Ave	A1
TS8	Selkirk Ave – From Arlington St to Salter Ave	A1
TS9	Selkirk Ave – From Arlington St to Salter Ave	A1
TS10	Selkirk Ave – From Arlington St to Salter Ave	A1
TS11	Selkirk Ave – From Arlington St to Salter Ave	A1
TS12	Selkirk Ave – From Arlington St to Salter Ave	A1
TS13	Bridge Lake Drive – From Bison Dr to North Town Rd	A1
TS14	Bridge Lake Drive – From Bison Dr to North Town Rd	A1
TS15	Bridge Lake Drive – From Bison Dr to North Town Rd	A1
TS16	Bridge Lake Drive – From Bison Dr to North Town Rd	A1
TS17	Bridge Lake Drive – From Bison Dr to North Town Rd	A1
TS18	Bridge Lake Drive – From Bison Dr to North Town Rd	A1
TS19	Kenaston Blvd – From Waverley St to South Town Rd	A1
TS20	Kenaston Blvd – From Waverley St to South Town Rd	A1
TS21	Kenaston Blvd – From Waverley St to South Town Rd	A1
TS22	Kenaston Blvd – From South Town Rd to North Town Rd	A1
TS23	Kenaston Blvd – From North Town Rd to South Town Rd	A1
TS24	Kenaston Blvd – From South Town Rd to North Town Rd	A1
TS25	Kenaston Blvd – From North Town Rd to South Town Rd	A1
TS26	Kenaston Blvd – From Abinojii Mikanah to North Town Rd	A1
TS27	Kenaston Blvd – From Abinojii Mikanah to North Town Rd	A1
TS28	Kenaston Blvd – From North Town Rd to South Town Rd	A1
TS29	Kenaston Blvd – From North Town Rd to South Town Rd	A1
TS30	Kenaston Blvd – From North Town Rd to South Town Rd	A1
TS31	Kenaston Blvd – From South Town Rd to Waverley St	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
TS32	Kenaston Blvd – From South Town Rd to Waverley St	A1
TS33	Kenaston Blvd – From South Town Rd to Waverley St	A1

<u>Specification No.</u>	<u>Specification Title</u>
ASTM D6690-01	Approved Products for Surface Works Standard Specification for Joint and Crack Sealants, Hot Applied for Concrete and Asphalt Pavements
ASTM D8260-20	Standard Specification for Hot Applied Asphalt Aggregate Filled Mastic

E2. MATERIALS

- E2.1 For joints and cracks less than 25 millimetres in width, the Contractor shall supply low modulus hot poured elastic Type IV joint sealant in accordance with ASTM D6690-01.
- E2.2 For joints, cracks and corner breaks greater than 25 millimetres in width, the Contractor shall supply hot poured repair mastic product in accordance with the City of Winnipeg's Approved Products for Surface Works.
- E2.3 The material type to be used to fill joints and cracks will be at the sole discretion of the Contract Administrator.
- E2.4 The Contractor shall use only those materials listed as Approved Products for Surface Works. The Approved Products are available in Adobe Acrobat (.pdf) format at the City of Winnipeg, Corporate Finance, Material Management Internet site at https://winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Product_Suppliers.pdf
- E2.5 Reheating of unused joint sealants will not be permitted.

E3. JOINT AND CRACK CLEANING AND SEALING (LESS THAN 25MM WIDTH)

- E3.1 Further to CW3250, the following shall apply to this Contract:
- For previously sealed concrete pavements the Contractor shall remove all existing sealants, dirt and foreign materials to a minimum depth of 25 mm below the pavement surface, using a joint plow specifically designed and operated to avoid chipping, cracking and spalling of the vertical walls of the joint and previously routed random crack reservoirs.
 - For previously sealed concrete pavements, joint cleaning saw shall be used to clean the vertical walls of the joints and previously routed random cracks prior to sealing. The saw shall be specifically designed to dress and remove all adhered laitance or residue. The saw shall be an upcut system and shall use replaceable fibre abrasive blades.
 - For previously sealed concrete pavements, after the vertical wall of the joint is dressed all loose chips or spalls of concrete and pieces of stone shall be removed along the edge of the joint. A loose chip shall be defined as a piece that can be easily removed by hand or a piece that is identified by a crack and requires prying to remove.
 - Further to E3.1(c) the Contractor may be required to sandblast the area of concrete under the chips or spalls before sealing in an identified test area. The sandblasting operation shall be paid for as an extra work order.
 - Cracks between 2 millimetres and 25 millimetres shall be routed to a minimum width of 10 millimetres and depth of 20 millimetres below the pavement surface.
 - The joints and cracks shall be blown out to remove dust and loose particles with an oil free air jet having sufficient volume and pressure, immediately before placement of the sealant material.

- (g) Fill all joints and routed cracks from the bottom up utilizing an approved mechanical pressure joint filling system equipped with continuous agitation.
- (h) The Contractor may be required to apply joint sealant in two or more separate operations for deep and full depth joints and cracks to minimize shrinkage.
- (i) Avoid overfilling and spiling of sealant on the pavement surface. All spills shall be cleaned immediately to the satisfaction of the Contract Administrator.
- (j) The Contractor shall place joint sealant 2 millimetres to 4 millimetres above the surface to provide a band aid seal over the joint or crack. Immediately following application to the pavement surface the sealant shall be leveled and smoothed using a rubber squeegee. Upon completion, the sealant will overlap either side of the crack by a maximum of 25 millimetres.
- (k) All operations described in this specification will be included in payment for the Contract Unit Price per metre for "Joint Sealing (Less than 25mm Width)" and "Crack Sealing (Less than 25mm Width)". The length to be paid for will be the total number of metres of pavement joints and cracks cleaned or routed and sealed in accordance with this specification, accepted and measured by the Contract Administrator.
- (l) No additional payment will be made for the operations described in this specification.

E4. JOINT AND CRACK FILLING (GREATER THAN 25MM WIDTH)

- E4.1 For previously sealed concrete pavements the Contractor shall remove all existing sealant, dirt and foreign materials to a depth of 75 millimetres below the pavement surface, using a joint plow specifically designed and operated to avoid chipping, cracking and spalling of the vertical walls of the joint and previously routed random crack reservoirs.
- E4.2 Sandblast or use wire bristle brush by mechanical means to clean both sides of the joint or crack walls thoroughly, then vacuum or blow with clean dry oil free compressed air with sufficient pressure to remove all dust or other residues left by the cleaning operation.
- E4.3 Apply mastic product into the joint by means of a box screed.
- E4.4 Mastic shall be leveled with the pavement surface and smoothed leaving a minimum overlap of 25 – 50 millimetres on each side to provide a level surface.
- E4.5 The Contractor shall ensure that once mastic has cooled it maintains a level surface. For deeper joints and cracks this may require multiple applications to achieve.
- E4.6 When the mastic has solidified sufficiently to support loads it is ready for traffic. Apply cement dusting or approved alternate to sealed joints and cracks where early opening to traffic is required.
- E4.7 Joint and crack filling greater than 25 millimetres wide will be measured on a length basis and paid for at the Contract Unit Price per metre for "Joint and Crack Filling (Greater than 25 mm Width)". The length to be paid for will be the total number of metres of joints and cracks greater than 25 millimetres wide that are cleaned and filled in accordance with this specification, accepted and measured by the Contract Administrator.

E5. BACKER ROD

- E5.1 Install backer rods immediately after cleaning and before sealant installation. Backer rods shall be inserted uniformly to the required depth to achieve the required shape factor. Backer rods shall be inserted using a double wheel steel roller and shall not be punctured or stretched during the installation process.
- E5.2 Streets where backer rod has been removed during the cleaning process shall have new backer rod installed in the joints where proper placement can occur prior to sealing. Backer rod when used on Regional or Local Streets will be included in payment for "Joint Sealing" in Form B:

Prices, Unit Prices, Regional Streets (Concrete) and “Joint sealing” in Form B: Prices, Unit Prices, Local Streets (Concrete).

E6. SAW CUTTING EXISTING CONCRETE PAVEMENT JOINTS

- E6.1 As directed by the Contract Administrator, the Contractor may be required to saw cut joints, as per Detail “A” in SD-212. The saw cut is meant to accommodate the joint sealant and backer rod. This may be necessary in some concrete pavements where full depth or partial depth repairs have occurred prior to joint sealing. The saw cut may also be required on concrete pavements constructed prior to 2004. In 2004 the specification for Sawn Joint changed to include the installation of backer rod. To accommodate the backer rod the depth of the sawn joint increased from 20mm to 30mm deep.
- E6.2 Joints and pavement surface shall be cleaned of all residues left by the sawing operation. Initial cleaning shall be done by water jet having sufficient volume and pressure to remove the residue. Alternative methods of cleaning joints must be approved by the Contract Administrator. The joint shall be blown out with an air jet having sufficient volume and pressure to remove the residue. Joints shall be allowed sufficient time to thoroughly dry before the applications of the joint sealant.
- E6.3 Saw cutting of existing concrete pavements will be measured on a length basis and paid for at the Contract Unit Price per metre for “Saw Cut Joint 10mm wide and 30mm deep”. The length will be the total number of metres of saw cutting in accordance with this specification, accepted and measured by the Contract Administrator.

E7. SINGLE CUT DEVELOPMENT STREETS

- E7.1 Further to Specification CW3310-R18, the step cutting of single joints cut on development streets shall be a dust free construction operation. The dust free operation shall be to the satisfaction of the Contract Administrator.
- E7.2 Any minor residue left behind by a single cut operation including random cuts, shall be immediately cleaned by hand held vacuum,
- E7.3 The vacuum system used during this operation shall meet the following requirements:
- (a) Must have a minimum sealed lift rating of 70 inches;
 - (b) Must be capable of a minimum of 750 CFM intake;
 - (c) Filters must be capable of collecting dust as fine as 1 micron;
 - (d) Vacuum must be capable of maintaining both lift and CFM with no change of loss in performance over time.
- E7.4 Step Cut and Seal Single Cut Concrete will be measured on a linear measure basis The length to be paid for shall be the total number of metres of “Dust Free – Step Cut and Seal Single Cut Concrete” in accordance with CW3310, the specification and as accepted and measured by the Contract Administrator.

E8. CLEAN-UP

- E8.1 The Contractor shall remove off site and used sealants, backer rod, packaging and debris from the routing and cleaning operations to the satisfaction of the Contract Administrator.
- E8.2 Further to C6.27 Clean-up and Final Cleaning of the Work, the Contractor will be required to carry out power sweeping operations of the Streets once the sealant has cured. Streets to be considered as incidental of Work included in this Specification.

E9. TEMPORARY “NO PARKING” SIGNS

- E9.1 The Contractor shall place “No Parking” signs where required to facilitate the joint and crack sealing operation. The “No Parking” signs shall only indicate the words “No Parking” and the hours of the joint and crack sealing operation.
- E9.2 Signs will be available from the City. All costs for this aspect of the Work shall be considered as incidental and shall be included in the unit price amounts.
- E9.2.1 Where the Contractor fails to return temporary “No Parking” signs to area offices or signs are returned in a damaged and irreparable state, the Contractor shall be assessed ninety dollars (\$90.00) per sign. Where signs are returned in a damaged but repairable state, the Contractor shall be assessed forty (\$40.00) per sign at the time of the final Progress Payment.
- E9.2.2 Where the Contractor is unable to work, due to inclement weather or any other work stoppage, all “No Parking” signs erected by the Contractor on all streets shall be removed immediately. The City may take down any signs that the Contractor has not removed. Any costs will be charged to the Contractor.

E10. WEATHER

- E10.1 The Contractor shall allow a 12 hour dry period prior to placing joint seal.
- E10.2 The Contractor shall only apply sealant and mastic when pavement temperatures are at least 4°C and rising.

E11. LOCATIONS

- E11.1 The Contractor shall Joint and Crack Seal Regional Streets listed in Appendix A.
- E11.2 The Contractor shall Joint and Crack Seal Local Streets listed in Appendix B.

E12. TRAFFIC CONTROL

- E12.1 Further to 3.6, 3.7 and 3.8 of CW1130:
- (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 additions, 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.
- E12.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- E12.3 Further to E12.1(b) and E12.1(c) 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 St.
- E12.4 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.
- E12.5 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.
- E12.6 The Contractor shall be required to obtain approval for all lane closure through the City of Winnipeg Traffic Management Branch. The Contract Administrator shall be added as an additional contact on all lane closure requests.

E13. TRAFFIC MANAGEMENT

- E13.1 Further to 3.7 of CW 1130:
 - (a) Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.
- E13.2 Intersecting local street, median opening and private approach access shall be maintained at all times unless joint and crack sealing operations require temporary complete closure. Temporary complete closures shall be no longer than 10 minutes during joint and crack sealing operations and shall be completed during off peak hours.
- E13.3 Flag persons may be necessary to maintain the flow of traffic during certain Work operations.
- E13.4 Should the Contractor be unable to maintain pedestrian or vehicular access to a residence or business, they shall review the planned disruption with the business or residence and the Contract Administrator and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E13.5 The Contractor shall schedule construction activities to meet the following:
 - (a) Kenaston Dr. from Abinojii Mikanah to Waverley St
 - (i) Maintain one lane of Northbound traffic during Northbound construction from Perimeter Highway to North Town Road.
 - (ii) Maintain one lane of Southbound traffic during Southbound construction from Abinojii Mikanah to Perimeter Highway.
 - (b) Selkirk Ave from Salter St to Arlington St
 - (i) Maintain one lane of one-way traffic (Westbound) during Eastbound construction from Salter Street to Arlington Street.

- (ii) Maintain one lane of one-way traffic (Eastbound) during Westbound construction from Salter Street to Arlington Street.
 - (iii) The contractor shall only set closures for the specific blocks where active construction is taking place, ensuring minimal disruption to traffic flow in other areas.
- (c) Warde Avenue from Lagimodiere Boulevard to Rue Des Hivernants
 - (i) Maintain one lane of one-way traffic (Westbound) during Eastbound construction from Lagimodiere Boulevard to Boulevard Des Hivernants.
 - (ii) Maintain one lane of one-way traffic (Eastbound) during Westbound construction from Lagimodiere Boulevard to Boulevard Des Hivernants.
- (d) West Plains Drive from Edward Turner Drive to Edward Turner Drive
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (e) Bridge Lake Drive from Bison Drive to North Town Road
 - (i) Maintain one lane of one-way traffic (Westbound) during Eastbound construction from Bison Drive to North Town Road.
 - (ii) Maintain one lane of one-way traffic (Eastbound) during Westbound construction from Bison Drive to North Town Road.
- (f) Bridge Lake Drive Service Roads #1-5 (Houses 15-329) from Bridge Lake Drive to Bridge Lake Drive
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (g) Tedham Court from Bellflower Road to Bellflower Road
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (h) Rose Garden Crescent from Bellflower Road to Drive Lake Drive
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (i) Birchleaf Point from Rose Garden Crescent to Rose Garden Crescent
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (j) Pebble Creek Gate from North Town Road to Springwater Road
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (k) Springwater Road from Pebble Creek Gate to Creekside Road
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (l) Sunwood Court from Springwater Road to Springwater Road
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (m) Coolspring Point from Springwater Road to Springwater Road
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (n) Willow brook Road from North Town Road to Creekside Road
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (o) Sandwalk Court from Creekside Road to Creekside Road
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- (p) Creekside Road from North Town Road to Baygrove Point

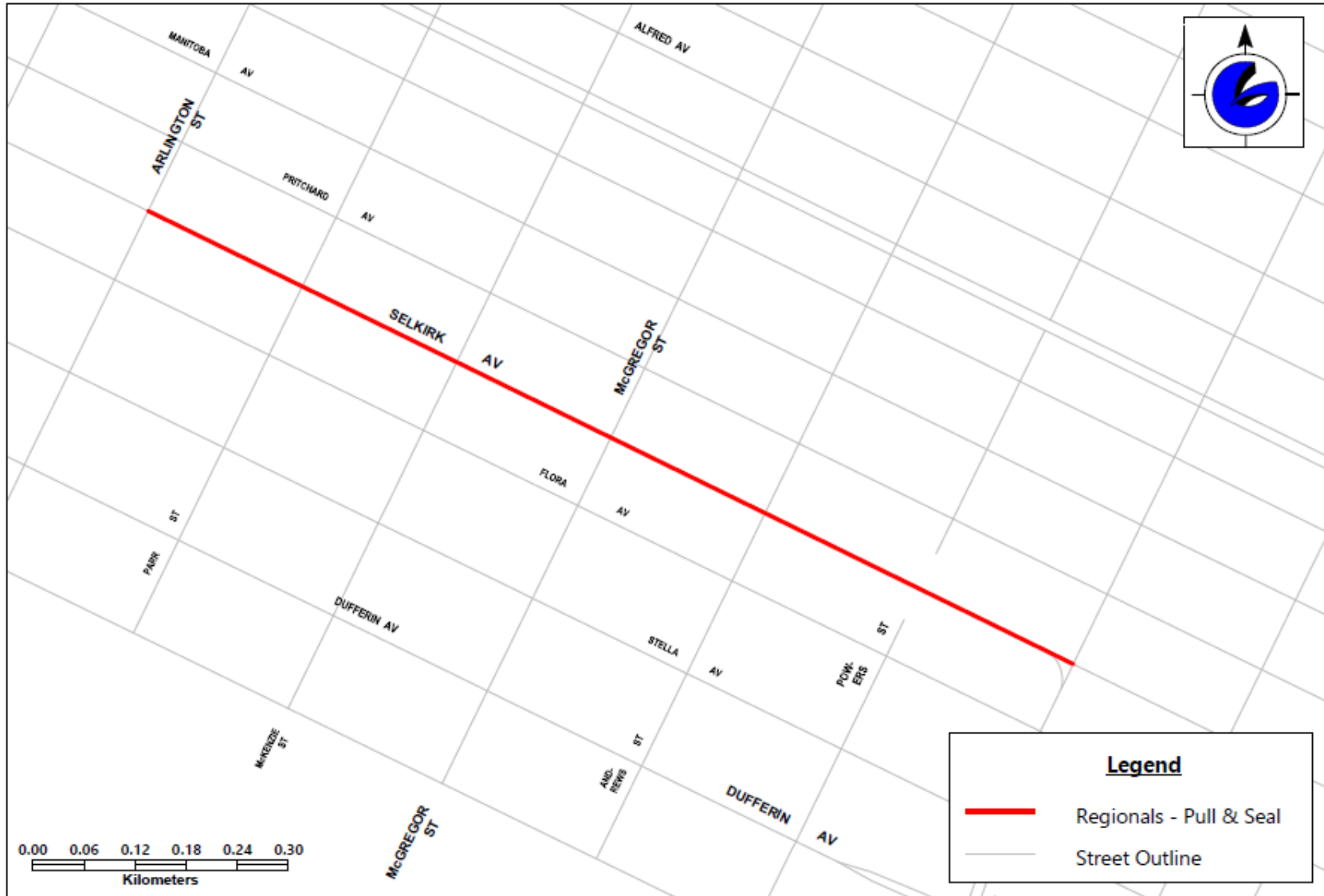
- (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
 - (q) Montpelier Point from Creekside Road to Creekside Road
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
 - (r) Baygrove Point from Creekside Road to Creekside Road
 - (i) Closed to all traffic. The contractor shall sign the street "Road Closed – No Exit" in accordance with the Manual of Temporary Traffic Control.
- E13.6 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.
- E13.7 Traffic Signage Drawings are contained in Appendix "C".
- E13.8 No measurement or payment will be made for the work associated with this specification.

APPENDIX "A" REGIONAL STREETS

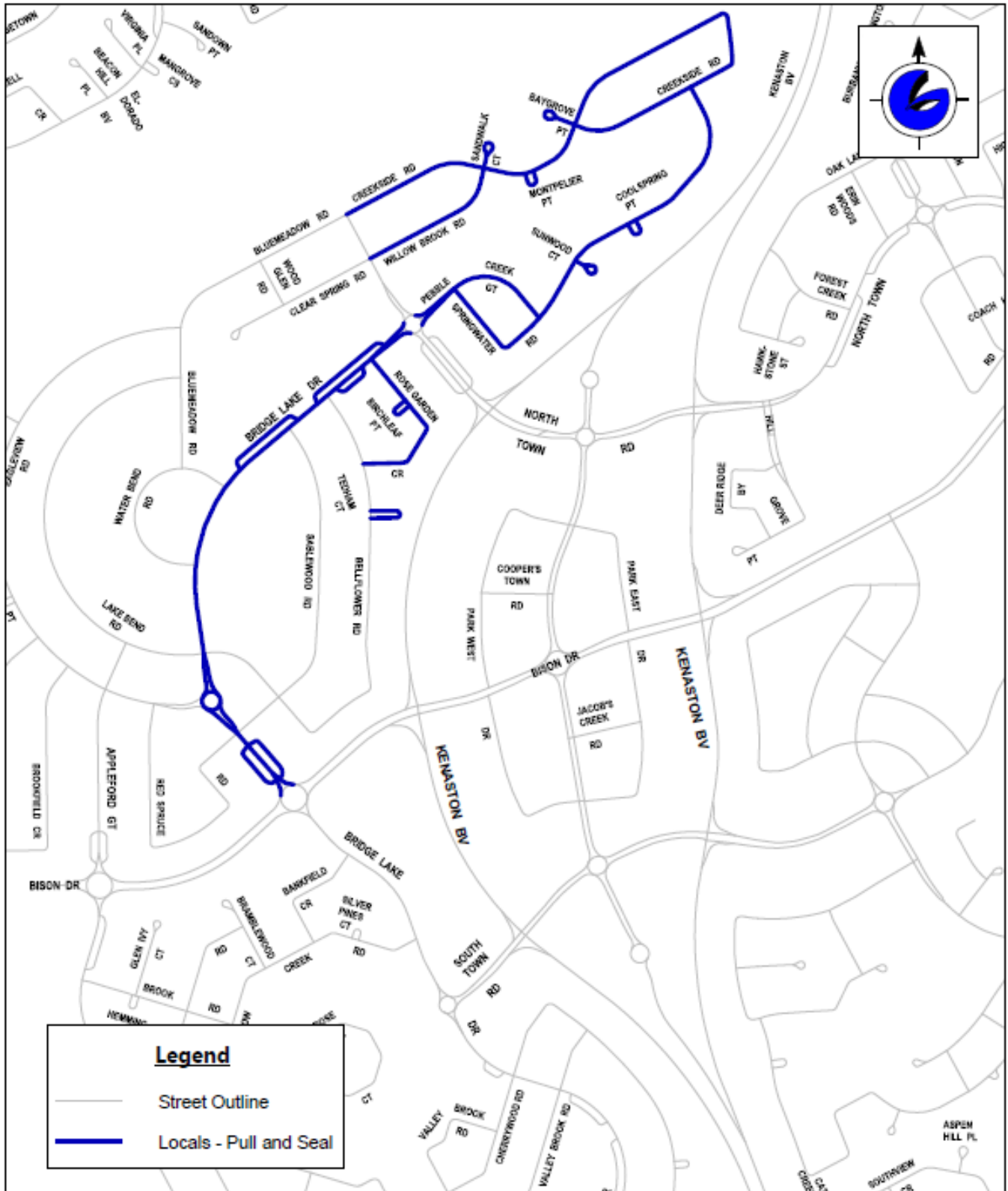
<u>Street Name</u>	<u>From</u>	<u>To</u>
Kenaston Dr. Selkirk Ave	Abinojii Mikanah Salter St	Waverley St Arlington St

APPENDIX “B” LOCAL STREETS

<u>Street Name</u>	<u>From</u>	<u>To</u>
Sage Creek		
Warde Ave	Lagimodiere Boulevard	Rue Des Hivernants
West Plains Drive	Edward Turner Drive	Edward Turner Drive
Bridgwater Lakes & Bridgwater Centre		
Bridge Lake Drive	Bison Drive	North Town Road
Bridge Lake Drive Service Road #1-5 (Houses 15-329)	Bridge Lake Drive	Bridge Lake Drive
Tedham Court	Bellflower Road	Bellflower Road
Rose Garden Crescent	Bellflower Road	Bridge Lake Drive
Birchleaf Point	Rose Garden Crescent	Rose Garden Crescent
Pebble Creek Gate	North Town Road	Springwater Road
Pebble Creek Gate	Springwater Road	Springwater Road
Springwater Road	Pebble Creek Gate	Creekside Road
Sunwood Court	Springwater Road	Springwater Road
Coolspring Point	Springwater Road	Springwater Road
Willow Brook Road	North Town Road	Creekside Road
Sandwalk Court	Creekside Road	Creekside Road
Creekside Road	North Town Road	Baygrove Point
Montpelier Point	Creekside Road	Creekside Road
Baygrove Point	Creekside Road	Creekside Road

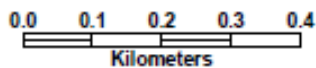


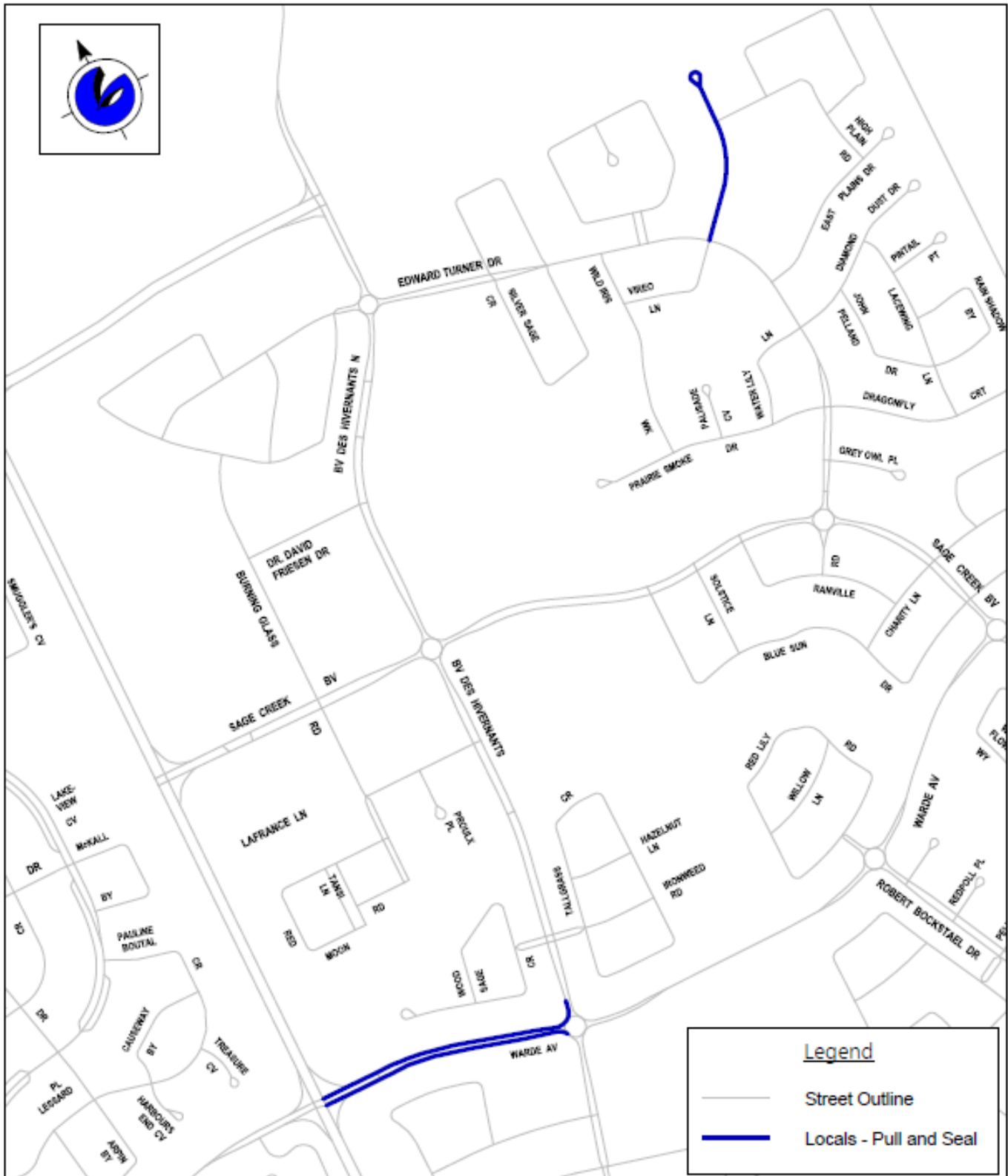
2026 Concrete Joint Sealing Program Regional Streets - Selkirk Ave



2026 Concrete Joint Sealing Program

Bridgwater





2026 Concrete Joint Sealing Program

Sage Creek

