



THE CITY OF WINNIPEG

TENDER

TENDER NO. 187-2023

2023 STREETS MAINTENANCE PRESERVATION PROGRAM

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2023 Streets Maintenance Preservation Program

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 25, 2023.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B4.6 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

B5.1 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.

B5.2 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.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 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.
- B6.5 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.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D5.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Tender.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 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.

- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B18.
- B7.9 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.

B8. BID COMPONENTS

- B8.1 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.
- B8.2 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.
- B8.3 The Bid shall be submitted electronically through MERX at www.merx.com.
- B8.3.1 Bids will **only** be accepted electronically through MERX.
- B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Tender document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B9. BID

- B9.1 The Bidder shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.

- B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B9.5 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.

B10. PRICES

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B10.1.1 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 D34. Any such costs shall be determined in accordance with D34.

B10.2 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.

B10.3 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.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10.5 The Bidder shall enter the Total Bid Price from Form B: Prices into the Total Bid Price field in MERX.

B10.5.1 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B11. DISCLOSURE

B11.1 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.

B11.2 The Persons are:

- (a) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B12.2 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.
- B12.3 In connection with their Bid, each entity identified in B12.2 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.
- B12.4 Without limiting B12.3, 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.
- B12.5 Without limiting B12.3, 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 B12.4 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.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B13. QUALIFICATION

B13.1 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.

B13.2 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, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B13.3 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 B13.5 and D7).

B13.4 Further to B13.3(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 on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B13.5 Further to B13.3(d), the Bidder acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B13.6 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.

B13.7 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.

B14. BID SECURITY

B14.1 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 on The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/MatMgt/templates/files/eBidsecurity.pdf>.

B14.2 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 B14.2(a).

B14.3 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 B18.1(a).

B14.4 Bonds passing the verification process will be treated as original and authentic.

B14.4.1 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.

B14.5 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.

B14.6 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.

B15. OPENING OF BIDS AND RELEASE OF INFORMATION

B15.1 Bids will not be opened publicly.

B15.2 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.

B15.3 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.

B15.4 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).

B15.4.1 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.

B16. IRREVOCABLE BID

B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 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.

B17. WITHDRAWAL OF BIDS

B17.1 A Bidder may withdraw their Bid without penalty prior to the Submission Deadline.

B18. EVALUATION OF BIDS

B18.1 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 B13 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B18.2 Further to B18.1(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.

B18.2.1 Any bid with an apparent imbalance between the unit prices in Section A and the other sections may be determined to be non-responsive and rejected by the Award Authority in their sole discretion, acting reasonably.

B18.3 Further to B18.1(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.

B18.4 Further to B18.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:

B18.4.1 If the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or

B18.4.2 If the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting items A.1 to A.18 and D.1 to D.16, in the order listed, until a Total Bid Price within the budgetary provision is achieved.

B18.4.3 Further to B18.1(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.

B18.4.4 Bidders are advised that the calculation indicated in B18.4 will prevail over the Total Bid Price entered in MERX.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 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.

B19.2.1 Without limiting the generality of B19.2, 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.

B19.3 Further to B19.2, If the Total Bid Price exceeds the available funds allocated by the City for this project package, the City at their discretion may delete location(s) in the order listed in B18.4.2 to facilitate meeting the allocated project budget.

B19.4 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 D34 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B19.5 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 B18.

B19.5.1 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 2020-01-31) 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, Materials Management 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. FORM OF CONTRACT DOCUMENTS

D2.1 Notwithstanding C4.1(c) and C4.4, the Contract Documents will be provided to the Contractor electronically and there will be no requirement for execution and return to the City by the Contractor. Accordingly, the provisions under C4.4(a) and C4.4(b) are no longer applicable.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist of:

- (a) Concrete Pavement Preservation
 - (i) East Bound Sterling Lyon Boulevard – Kenaston Boulevard to Victor Lewis Drive
 - (ii) West Bound Stradbrook Avenue – Harkness Avenue to Queen Elizabeth Way (incl. South Bound Queen Elizabeth Way – Stradbrook Avenue to 75 m South of Stradbrook Avenue)
- (b) Asphalt Mill and Fill
 - (i) South Bound Roblin Avenue – 40 m West of William Clement Parkway to Grant Avenue (Existing: Asphalt Overlay on Concrete Pavement Structure)
 - (ii) North Bound Roblin Avenue – Grant Avenue to 40 m West of William Clement Parkway (Existing: Asphalt Overlay on Concrete Pavement Structure)
- (c) Asphalt Overlay
 - (i) East Bound Wilkes Avenue – Victor Lewis Drive to Waverley Street
 - (ii) West Bound Wilkes Avenue – 60 m West of Waverley Street to Victor Lewis Drive
- (d) Asphalt Paving of Granular Shoulder Reconstruction
 - (i) East Bound Bishop Grandin Boulevard – Island Shore Boulevard to Lagimodiere Boulevard
 - (ii) South Bound Lagimodiere Boulevard – Warman Road to 70m North of Dugald Road
 - (iii) West Bound Bison Drive – 75m West of Pembina Hwy to Markham Road

D3.2 The major components of the Work are as follows:

- (a) Concrete Pavement Preservation
 - (i) Renewal of existing concrete joints through partial depth joint repair methods;
 - (ii) Renewal of existing concrete slabs and joints with full depth concrete repairs;
 - (iii) Cross stitching (EB Sterling Lyon Parkway);
 - (iv) Renewal of existing sidewalk, curbs, splash strip and median slab as required;
 - (v) Adjustment of existing catch basins, manholes and appurtenances as required;
 - (vi) Diamond Grinding (EB Sterling Lyon Parkway and WB Stradbrook Avenue);
 - (vii) Joint sealing and crack routing and sealing at all joints and cracks within diamond grinded surface areas (incidental to Diamond Grinding);
 - (viii) Joint sealing all repaired joints and crack routing and sealing as required (pay items); and
 - (ix) Boulevard restoration as required.

- (b) Asphalt Mill and Fill
 - (i) Asphalt pavement milling (average thickness 50 mm);
 - (ii) Renewal of existing concrete slabs and joints with full depth concrete repairs;
 - (iii) Renewal of existing curbs, splash strip and median slab as required;
 - (iv) Partial sidewalk renewals;
 - (v) Placement of asphalt overlay (average thickness 70 mm);
 - (vi) Reflective crack sealing; and
 - (vii) Boulevard restoration as required.
- (c) Asphalt Overlay
 - (i) Partial depth asphalt patching of existing concrete joints;
 - (ii) Renewal of existing concrete slabs and joints with full depth concrete repairs;
 - (iii) Concrete pavement milling at construction limit tie-ins;
 - (iv) Adjustment of existing catch basins, manholes and appurtenances as required;
 - (v) Renewal of existing sidewalk, curbs, splash strip and median slab as required;
 - (vi) Placement of asphalt overlay (average thickness 80 mm);
 - (vii) Reflective crack sealing; and
 - (viii) Boulevard restoration as required.
- (d) Asphalt Paving of Granular Shoulder Reconstruction
 - (i) Excavation;
 - (ii) Placement of base course and subbase;
 - (iii) Renewal of existing curb as required;
 - (iv) Minor pavement repairs adjacent to roadway shoulder as required;
 - (v) Placement of asphalt pavement; and
 - (vi) Boulevard restoration.

D3.3 The funds available for this Contract are \$3,400,000.00.

D4. SITE INVESTIGATION DUE DILIGENCE AND RISK

D4.1 Notwithstanding C3.1, the Contractor acknowledges that the site investigation reports and other site information included in this Tender have been provided to it and may be relied upon by the Contractor to the extent that the Contractor uses Good Industry Practice in interpreting such report(s) and site information and carries out the Work in accordance with Good Industry Practice based upon such report(s) and the information contained in them and such other site information. In the event that a site condition related to:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the Site conditions, including but not limited to subsurface hazardous materials or other concealed physical conditions;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect the performance of the Work;

that could not have been “properly inferable”, “readily apparent” and readily discoverable” using Good Industry Practice by the Contractor, results in additional Work which is a direct result of this newly discovered site condition, such additional Work will be considered by the City under Changes in Work.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is WSP Canada Inc., represented by:

Justin Magne, P.Eng.
Senior Project Engineer

Telephone No. 204-259-5456 Email Address Justin.Magne@wsp.com

D5.2 At the pre-construction meeting, Justin Magne will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 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.

D6.2 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 D6.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions

and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D9. FURNISHING OF DOCUMENTS

- D9.1 Upon award of the Contract, the Contractor will be provided with ‘issued for construction’ Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. SAFE WORK PLAN

- D11.1 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.2 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11.3 Notwithstanding B13.4 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.

D12. INSURANCE

D12.1 The Contractor shall provide and maintain the following 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, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, 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) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, as applicable.

D12.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D13. CONTRACT SECURITY

D13.1 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 form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; and
- (b) a labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Labour and Material Payment Bond), in an amount equal to fifty percent (50%) of the Contract Price.

D13.1.1 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 D13.1(b).

D13.1.2 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.

D13.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D13.2 The Contractor shall provide the Contract Administrator identified in D5 with the required performance and labour and material payment bonds within seven (7) Calendar Days of notification of the award of the Contract by way of an award letter and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D13.3 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 D13.1(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.

D14. SUBCONTRACTOR LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at or prior to a pre-construction meeting, or at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the C4.1 for the return of the executed Contract Documents, if applicable.

D15. DETAILED WORK SCHEDULE

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract Documents, as applicable.

D15.2 The detailed work schedule shall consist of the following:

- (a) a Gantt chart for the Work acceptable to the Contract Administrator.

D15.3 Further to D15.2(a), the schedule shall clearly identify the start and completion dates of all of the major/critical activities/tasks making up the Work. The Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D16. REQUIREMENTS FOR SITE ACCESSIBILITY PLAN

D16.1 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D16.2 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.

- D16.3 The Accessibility Plan may also include figures, sketches, or drawings to demonstrate the proposed plan.
- D16.4 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
- D16.5 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.
- D16.6 Any changes to the Accessibility Plan must be approved by the Contract Administrator.
- D16.7 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- D16.8 Deficiencies as a direct result of actions by the Contractor that are not immediately corrected and/or failure to produce records that demonstrate that the site was maintained in compliance with the Accessibility Plan may result in a pay adjustment via the monthly Progress Payment. The rate of pay adjustment will be as per the following schedule:
- (a) First Offence – A warning will be issued and documented in the weekly or bi-weekly site meeting.
 - (b) Second Offence – A field instruction to immediately correct the site will be issued by the Contract Administrator.
 - (c) Third and subsequent Offences – A pay reduction will be issued in the amount of \$250.00 per instance and per day.

SCHEDULE OF WORK

D17. COMMENCEMENT

- D17.1 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.

- D17.2 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 D10;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D6.2.
 - (iv) the Safe Work Plan specified in D11;
 - (v) evidence of the insurance specified in D12;
 - (vi) the contract security specified in D13;
 - (vii) the subcontractor list specified in D14;
 - (viii) the detailed work schedule specified in D15;
 - (ix) the Requirements for Site Accessibility Plan specified in D16; and
 - (x) the direct deposit application form specified in D30
 - (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.
- D17.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the award letter.
- D17.4 The City intends to award this Contract by May 16, 2023.
- D17.4.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D18. WORKING DAYS

- D18.1 Further to C1.1(tt);
- D18.1.1 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.
- D18.1.2 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.
- D18.1.3 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.

D19. RESTRICTED WORK HOURS

- D19.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.
- D19.2 The following work hour restrictions shall also apply:
- (a) Diamond Grinding on East Bound Sterling Lyon Parkway and West Bound Stradbrook Avenue shall occur between 700 to 1800 hours.

D20. WORK BY OTHERS

D20.1 Further to C6.25, 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 Contractor's 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.

D20.2 Work by others on or near the Site will include but not necessarily be limited to:

- (a) City of Winnipeg Traffic Services Department – Provide necessary regulatory signs and replacement of signs and paint lines. The Contractor is expected to cooperate with the City of Winnipeg;
- (b) City of Winnipeg Traffic Signals – Traffic signal loops may require decommissioning and reinstallation. The Contractor is expected to cooperate with the City of Winnipeg;
- (c) Winnipeg Transit – The Contractor will be required to coordinate with Winnipeg Transit to maintain service and minimize disruption during construction;
- (d) Manitoba Hydro – Manhole adjustments. The Contractor is expected to coordinate with Manitoba Hydro for the adjustment of any hydro manholes or required riser rings; and
- (e) BellMTS – Manhole adjustments. The Contractor is expected to coordinate with BellMTS for the adjustment of any manholes or required riser rings.
- (f) CP Railway – The Contractor is expected to cooperate with CP Railway for any proposed work or heavy equipment passing within the CP right of way.
- (g) CN Railway – The Contractor is expected to cooperate with CN Railway for any proposed work or heavy equipment passing within the CN right of way.
- (h) River Ave / Stradbrook Ave / Wellington Cres Pavement Renewals and Protected Bike Lanes (Tender 8-2023) – Protected bike lane construction on Stradbrook Avenue between Osbourne Street and Harkness Avenue.
- (i) 2023 Bridge Maintenance (Tender 1013-2022, Contractor: PCL) – Norwood and Main Street SB Bridge Rehabilitations (on SB Main Street / Queen Elizabeth Way).

D20.3 Further to D20.1 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 D20.2 or additional parties, in their construction schedule as per D15 and accommodate the necessary area on Site required for the Work by Others to complete the Work.

D21. SEQUENCE OF WORK

D21.1 Further to C6.1, the sequence of work shall be as follows and any modifications or alternatives must be approved by the Contract Administrator:

- D21.1.1 Construction activity is to be limited to one lane of the roadway at a time. No construction shall commence on the subsequent lanes until all work is completed on the lane under construction, or as otherwise noted in this Tender or approved by the Contract Administrator.
- D21.1.2 The Contractor will be required to grow the work zone as the construction progresses in order to maintain as much roadway to vehicular traffic as possible.
- D21.1.3 The partial depth concrete repairs are to be commenced prior to the full depth concrete repairs and at all times shall precede the full depth concrete repairs within the work zone.
- D21.1.4 Initial planing operations are to be limited to the curb lane of the roadway. Planing of the median lane of the roadway shall not commence until the Contract Administrator has approved the opening of the curb lane to traffic.

- D21.1.5 No pavement drop-offs will be permitted overnight.
- D21.1.6 Access to all public and private approaches is to be maintained throughout construction in all project locations unless a closure has been approved by the Contract Administrator.
- D21.1 Further to C6.1, the sequence of work shall comply with the following:
- D21.1.1 Providing that the Work on each street is completed in a similar order to the order that the Work was commenced in, the Contractor will be permitted to have a maximum of three (3) streets under construction at any one time. Completion of a street means that all of the necessary concrete, asphalt including approaches and landscaping Work is completed to the satisfaction of the Contract Administrator.
- D21.1.2 Where the Contractor utilizes two (2) or more crews that work independently on the same major component of the Work as identified in D3, the Contract Administrator may approve an increase to the maximum number of streets under construction at any time.
- D21.1.3 Placing the topsoil and finished grading of all boulevard and median areas shall be completed prior to commencing construction of asphaltic concrete overlays, including scratch courses.

D22. SUBSTANTIAL PERFORMANCE

- D22.1 The Contractor shall achieve Substantial Performance within seventy (70) consecutive Working Days of the commencement of the Work as specified in D17.
- D22.2 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.
- D22.3 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.

D23. TOTAL PERFORMANCE

- D23.1 The Contractor shall achieve Total Performance within seventy-five (75) consecutive Working Days of the commencement of the Work as specified in D17.
- D23.2 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.
- D23.3 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.

D24. LIQUIDATED DAMAGES

- D24.1 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 – Three Thousand dollars (\$3,000.00);
 - (b) Total Performance – One Thousand dollars (\$1,000.00).

D24.2 The amounts specified for liquidated damages in D24.1 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.

D24.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D25. COVID-19 SCHEDULE DELAYS

D25.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D25.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D25.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D25.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D25.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D25.5 The Work schedule, including the durations identified in D19 to D23 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator. No additional payment will be made for adjustment of schedules except where seasonal work, not previously identified in the Contract, is carried over to the following construction season.

D25.6 Where Work not previously identified is being carried over solely as a result of delays related to COVID-19, as confirmed by the Contract Administrator, the cost of temporary works to maintain the Work in a safe manner until Work recommences, will be considered by the Contract Administrator. Where the Work is carried over only partially due to COVID-19, a partial consideration of the cost of temporary works will be considered by the Contract Administrator.

D25.7 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

D26. SCHEDULED MAINTENANCE

D26.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Reflective Crack Maintenance as specified in CW 3250-R7;
- (b) Seeding maintenance as specified in CW 3520-R7; and
- (c) Sodding maintenance as specified in CW 3510-R10.

D26.2 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

D27. JOB MEETINGS

- D27.1 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.
- D27.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D28. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D28.1 Further to C6.26, 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).

D29. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D29.1 Further to B13.4, 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 B13.4.

MEASUREMENT AND PAYMENT

D30. PAYMENT

- D30.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.
- D30.2 Further to E3, no payment will be made for Cash Allowances other than as set out in E3.4.

D31. FUEL PRICE ADJUSTMENT

- D31.1 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.

- D31.1.1 Eligible Work will be determined in accordance with D31.5.

- D31.1.2 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.

- D31.1.3 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.
- D31.1.4 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.
- D31.2 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.
- D31.3 The fuel escalation or de-escalation adjustment will not be applied if the CFI is within $\pm 15\%$ of the BFI.
- D31.4 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.
- D31.5 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.

D32. WARRANTY

- D32.1 Notwithstanding C13.2, the warranty period shall begin on the date of Substantial Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D32.1.1 For the purpose of contract security, the warranty period shall be one (1) year.
- D32.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Substantial Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- D32.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

DISPUTE RESOLUTION

D33. DISPUTE RESOLUTION

- D33.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D33.
- D33.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D33.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in their Appeal Form.

- D33.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D33.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D33.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D33.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D33.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D33.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D34. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D34.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D34.2 Further to D34.1, in the event that the obligations in D34 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D34.3 For the purposes of D34:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D34.4 Modified Insurance Requirements
- D34.4.1 If not already required under the insurance requirements identified in D12, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint

names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and their Ministers, officers, employees, and agents shall be added as additional insureds.

- D34.4.2 If not already required under the insurance requirements identified in D12, the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D34.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D34.4.4 Further to D12.3, insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D34.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D34.5 Indemnification By Contractor

- D34.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Construction, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D34.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D34.6 Records Retention and Audits

- D34.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D34.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Construction, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D34.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the

Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D34.7 Other Obligations

- D34.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D34.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D34.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D34.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D34.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D34.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

FORM H1: PERFORMANCE BOND
(See D13)

KNOW EVERYONE BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 187-2023

2023 Streets Maintenance Preservation Program

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM H2: LABOUR AND MATERIAL PAYMENT BOND
(See D13)

KNOW EVERYONE BY THESE PRESENTS THAT

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Principal"), and

his/its heirs, executors, administrators, successors or assigns (hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), for the use and benefit of claimants as herein below defined, in the amount of

_____ dollars (\$_____)

of lawful money of Canada, for the payment whereof we, the Principal and the Surety jointly and severally bind ourselves firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

TENDER NO. 187-2023

2023 Streets Maintenance Preservation Program

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labour, service and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal for labour, service and material, or any of them, used or reasonably required for use in the performance of the contract, labour, service and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment (but excluding rent of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract;
- (b) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work, labour or service was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon;
- (c) No suit or action shall be commenced hereunder by any claimant
 - (i) unless claimant shall have given written notice to the Principal and the Surety above-named, within one hundred and twenty (120) days after such claimant did or performed the last of the work, labour or service, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work, labour or service was done or performed. Such notice shall be served by mailing the same by registered mail to the Principal, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Province of Manitoba;

- (ii) after the expiration of one (1) year following the date on which Principal ceased work on said Contract; including work performed under the guarantees provided in the Contract;
 - (iii) other than in a court of competent jurisdiction in the Province of Manitoba.
- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
- (e) The Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Principal and Surety hereby agree that The Guarantors' Liability Act (Manitoba) shall apply to this Bond.

IN TESTIMONY WHEREOF, the Principal has hereunto set its hand affixed its seal, and the Surety has caused these presents to be sealed and with its corporate seal duly attested by the authorized signature of its signing authority this

_____ day of _____, 20_____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

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, Materials Management 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 B7. 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 B7.
- E1.4 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
231-02074-00-00-RB	Cover Sheet	
231-02074-00-01-RB	Sterling Lyon Parkway - East Bound - Kenaston Boulevard to Sta. 6+35	A1
231-02074-00-02-RB	Sterling Lyon Parkway - East Bound - Sta. 6+35 to Sta. 13+30	A1
231-02074-00-03-RB	Sterling Lyon Parkway - East Bound - Sta. 13+30 to Victor Lewis Drive	A1
231-02074-00-04-RB	Wilkes Avenue - East Bound - Victor Lewis Drive to Waverly Street	A1
231-02074-00-05-RB	Wilkes Avenue - West Bound - Victor Lewis Drive to 60m West of Waverly Street	A1
231-02074-00-06-RB	Roblin Boulevard - South Bound - Grant Avenue to Sta. 6+80	A1
231-02074-00-07-RB	Roblin Boulevard - South Bound - Sta. 6+80 to Sta. 13+30	A1
231-02074-00-08-RB	Roblin Boulevard - South Bound - Sta. 13+30 to 40m West of William R. Clement Parkway	A1
231-02074-00-09-RB	Roblin Boulevard - North Bound - Grant Avenue to Sta. 6+80	A1
231-02074-00-10-RB	Roblin Boulevard - North Bound - Sta. 6+80 to Sta. 13+10	A1
231-02074-00-11-RB	Roblin Boulevard - North Bound - Sta 13+10 to 40m West William R. Clement Parkway	A1
231-02074-00-12-RB	Bishop Grandin Boulevard - East Bound - Island Shore Boulevard to Sta. 5+80	A1
231-02074-00-13-RB	Bishop Grandin Boulevard - East Bound - Sta. 5+80 to Lagimodiere Boulevard	A1
231-02074-00-14-RB	Lagimodiere Boulevard - South Bound - Warman Road to 70m North of Dugald Road	A1
231-02074-00-15-RB	Bison Drive - West Bound - Markham Road to 75m West of Pembina Highway	A1
231-02074-00-16-RB	Stradbrook Avenue - West Bound - Harkness Avenue to Main Street	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 B10, B18, C12 and E2.6, should the lump sum price exceed 5% of the Total Bid Price the lump sum price will be reduced to 5% of the Total Bid Price, the Total Bid Price will be determined using the reduced lump sum price and payment will be based on the reduced lump sum price.
- E2.7 Payment for Mobilization:
- (a) 60% of the lump-sum price will be paid to the Contractor for Mobilization on the first Progress Estimate for the Contract.
- E2.8 Payment for Demobilization:

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

E2.9 Pay Reduction for Accessibility Plan

- (a) The Demobilization payment will be reduced by the number of pay adjustments incurred in accordance with D16 and as determined by the Contract Administrator.

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

E3. CASH ALLOWANCE FOR ADDITIONAL WORK

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

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

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

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

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

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

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

E3.6 Should it be determined that additional material or services are required, the Contract Administrator shall approve the Work, prior to commencement of the additional Work.

E3.7 Material Mark-Up Factors:

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

E4. PROTECTION OF EXISTING TREES

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

E5. TRAFFIC CONTROL

- E5.1 Further to clauses 3.6, 3.7 and 3.8 of CW 1130:
- (a) Where directed by the Contract Administrator, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
 - (b) In accordance with the Manual of Temporary Traffic Control on City Streets (MTTC), the Contractor ("Construction Agency" in the Manual) shall be responsible for placing, maintaining and removing the appropriate temporary traffic control devices as specified by the MTTC, the Contract Drawings, Staging Plans and Traffic Management Plans or by the Traffic Management Branch of the City of Winnipeg Public Works Department. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by their own forces or Subcontractor.
 - (c) In addition, the Contractor shall be responsible for **supplying**, removing, placing and maintaining all regulatory signing including but not limited to:
 - (i) Parking restrictions;
 - (ii) Stopping restrictions;
 - (iii) Turn restrictions;
 - (iv) Diamond lane removal;
 - (v) Full or directional closures on a Regional Street;
 - (vi) Traffic routed across a median;

- (vii) Full or directional closure of a non-regional street where there is a requirement for regulatory signs (turn restrictions, bus stop relocations, etc.) to implement the closure.
 - (d) The Contractor shall remove and stockpile any regulatory signage not required during construction such as, but not limited to, parking restrictions, turn restrictions and loading restrictions.
- E5.2 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.
- E5.3 Further to E5.1(c) and E5.1(d) the Contractor shall make arrangements with the Traffic Services Branch of the City of Winnipeg to reinstall the permanent regulatory signs after the Contract Work is complete. The Contractor shall make arrangements to drop off the stockpiled materials to Traffic Services at 495 Archibald Street.
- E5.4 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of ten (10) Working Days prior to the required change for approval.
- E5.5 If the Contract Administrator determines that the Contractor is not performing Traffic Control in accordance with this specification, Traffic Services may be engaged to perform the Traffic Control. In this event the Contractor shall bear costs charged to the project by the Traffic Services Branch of the City of Winnipeg in connection with the required Works.

E6. TRAFFIC MANAGEMENT

- E6.1 Further to clause 3.7 of CW 1130:
 - (a) Single lane closures on intersecting and/or adjoining Regional Streets shall only be permitted during non-peak periods when required for construction activities when approved by the Traffic Management Branch. Storage/parking of materials, equipment or vehicles is not permitted on Regional Streets at any time unless approved by the Contract Administrator, in consultation with the Traffic Management Branch.
 - E6.1.1 Maintain a minimum of one (1) lane in each direction during their respective construction times, including during paving, milling and grinding operations. When no work is being performed on site, non-essential lane closures will not be permitted.
 - E6.1.2 When no work is being performed on a portion of the site more than three hundred and fifty (350) m in length, the Contractor shall maintain two (2) lanes in the area where no Work is being performed. Depending on what tasks are being performed, the Contractor shall manage traffic around their crews with a moving or growing protected Work Zone as to minimize the length of the closure to the best of their ability.
 - E6.1.3 In areas where more than two (2) lanes exist, the Contractor will not be permitted to close the adjacent lane to the one under construction for the entire length of the project if a work activity is only taking place at one end. Closure will only be permitted next to the work activities taking place and approved by the Contract Administrator.
 - E6.1.4 Where left turn lanes exist, an additional lane to accommodate the left turn storage lane shall be maintained at all times.
 - E6.1.5 Maintain a minimum of two (2) southbound lanes of traffic on Queen Elizabeth Way during the morning and afternoon peak periods between (07:00 to 09:00 & 15:00 to 18:00).
 - E6.1.6 Diamond Grinding shall occur between 700 to 1800 hours.
 - E6.1.7 North/South traffic at Sterling Lyon Parkway and Paget Street intersection must be maintained during construction to allow for one lane of traffic in each direction to go straight through and another lane in each direction to turn left. When no work is being performed in the intersection and providing it is safe for vehicles, northbound and southbound lane closures in the intersection will not be permitted.

- E6.1.8 Intersecting local street, median opening and private approach access shall be maintained at all times unless joint/slab repairs or planing/paving/grinding operations require temporary closure. Temporary closures are to be staggered such that consecutive intersections are not closed at the same time. Traffic on intersecting regional/collector streets (Lorimer Boulevard, Paget Street) shall be maintained at all times as stated in E6.1.7 unless planing/paving/grinding operations require temporary complete closures. Temporary complete closures shall be no longer than 20 minutes during asphalt planing/paving/grinding operations and shall be completed during off peak hours.
- E6.1.9 The Contractor is to provide ten (10) Working Days' notice to the City and the Contract Administrator prior to commencing any Work that would require a temporary directional closure or a temporary complete closure of streets noted in E6.1.8, or a closure of a right turn yield lane at any intersecting regional/collector streets.
- E6.1.10 The Contractor is to provide ten (10) Working Days' notice to the City and the Contract Administrator prior to commencing any construction activity on streets that would require a speed reduction.
- (a) Eastbound Sterling Lyon Parkway will require a speed reduction for the Work.
 - (b) Eastbound and Westbound Wilkes Avenue will require a speed reduction for the Work.
 - (c) Eastbound Bishop Grandin Boulevard will require a speed reduction for the Work.
 - (d) Southbound Lagimodiere Boulevard will require a speed reduction for the Work.
- E6.1.11 Further to E6.1.9, if the City is unable to provide their services for required regulatory and DCZ signage installations, the Contractor shall coordinate installation by a Construction Agency authorized by the Traffic Management Branch. The City may, at its discretion, request a drawing of the proposed work zone signage layout from the Contractor prior to speed reduction approval. This work is not considered incidental.
- E6.1.12 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E6.1.13 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 three (3) Working Days' notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E6.1.14 Pedestrian access must be maintained on one side at all times. One pedestrian crossing in North-South and East-West directions must be maintained at all times at all intersections with existing pedestrian crossings.
- E6.1.15 Ambulance/emergency vehicle access must be maintained at all times.

E7. REFUSE AND RECYCLING COLLECTION

- E7.1 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 E7.2 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.
- E7.2 Collection Schedule:

NB & SB Roblin Boulevard

<i>Collection Day(s):</i>	Tuesdays
<i>Collection Time:</i>	7:00 a.m. – 7:00 p.m.
<i>Common Collection Area:</i>	Public Lane / Private Approach

E7.3 No measurement or payment will be made for the work associated with this specification.

E8. PEDESTRIAN SAFETY

E8.1 During the project, the Contractor shall erect any signage necessary for properly directing pedestrian traffic within the construction zone safely away from any construction work or to the opposite side of the street. The Contractor shall also be responsible for erecting and maintaining any fencing and barricades necessary for protecting pedestrians from any hazards within the construction zone. No measurement for payment shall be made for this work.

E9. WATER OBTAINED FROM THE CITY

E9.1 Further to clause 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. INFRASTRUCTURE SIGNS

E10.1 The Contractor shall obtain infrastructure signs from the Traffic Services Sign Shop at 421 Osborne 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

E11. SURFACE RESTORATIONS

E11.1 Further to clause 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.

E12. PARTIAL DEPTH CONCRETE REPAIRS

DESCRIPTION

E12.1 This specification shall cover all operations relating to partial depth concrete repairs of concrete pavement joints. 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 other things necessary for and incidental to the satisfactory performance and completion of all as hereinafter specified.

E12.2 Referenced Standard Construction Specifications

(a) CW 3310 – Portland Cement Concrete Pavement Works.

MATERIAL

E12.3 Patching Material to be used for the partial depth repairs must be included in the current list of City of Winnipeg Approved Products for Surface Works. Installation must be completed as per manufacturer mix design and application requirements. This material shall be covered and kept out of direct sunlight when being stored. No substitutions are allowed for this material.

E12.4 Curing Compound

- (a) The Curing Compound will be Type 2, white-pigmented and water based liquid membrane forming curing in accordance with ASTM C309.

E12.5 Bond Breaker

- (a) Bond Breaker shall be Styrofoam (6.5 ± .5 mm thick) or waxed cardboard or other suitable product approved by the Contract Administrator.

EQUIPMENT

E12.6 Chipping hammers shall be either Hilti TE 905 electric driven or if using air driven hammers, shall be less than or equal 13.5 kg, combined with sharp chipped tempered hammer bits.

E12.7 Sand blasting equipment shall be air compressor operated with a nozzle size to match to the air compressor pressure. Preferred equipment is:

E12.8 Clemco Model 2020 with a #4 nozzle on a dolly using Black Diamond 20/40 grit at an operating pressure of 110 PSI

(a) Acceptable sand blasting equipment:

- (i) Clemco Model 1042 using fine silica sand at an operating pressure of 100 PSI

E12.9 An oil free jetted air compressor shall be used to blow out repairs, vacuum will not be acceptable

E12.10 Quickie Saw, capable of holding 2-14" diamond tip blades and must be used in conjunction with a cart to make long straight cuts.

E12.11 A mason's hammer for sounding concrete.

E12.12 Calibrated 3 litre (2.84 quart) water container.

CONSTRUCTION METHODS

E12.13 Remove any existing AMZ or asphalt material if applicable from the concrete surface adjacent to the area to be repaired.

E12.14 Sawcut the repair edge a minimum width of 25mm beyond the edge of the deteriorated concrete, to a minimum depth of 25mm. Sawcuts shall be made parallel to the joint. No diagonal cuts are allowed. For pavement where deterioration is observed 50 mm or less in depth, a 12 mm edge sawcut can be utilized.

E12.15 Remove existing sealant 100 mm beyond the ends of the repair.

E12.16 Remove all loose or deteriorated concrete with either an electric or air driven 13.5 kg chipping hammer without damaging the saw cut or existing joint. If during removal, damage occurs beyond the sawcut, remove the concrete at a 45° angle down to the joint. A new sawcut is not required.

E12.17 Sound the concrete using sight, sound, and feel with a mason's hammer to determine the presence of additional deteriorated concrete. Complete additional removal of any unsound concrete, as stated above.

E12.18 If any of the following conditions are present in a concrete joint, repairs should be completed as a full depth repairs:

- (a) Vertical displacement of the concrete slab by more than 5mm;
- (b) Corrosion of the tire bars or dowels;
- (c) Concrete deterioration is present to the bottom or around the existing tie bars or dowels;
- (d) Improper layout of original pavement joints.

- E12.19 Sawcut 6 mm wide along the existing joint, to a depth of 10 mm below the deepest part of the deteriorated concrete or to the depth of the steel. The saw cut shall extend the full length of the repair area. Do not cut the steel.
- E12.20 Sandblast the concrete surface of the repair area, the saw cut run-outs, and 25 mm beyond the perimeter of the repair area to ensure that the concrete surface is rough and clean. The Contractor shall be responsible for protecting traffic during sandblasting.
- E12.21 Use compressed air that has an oil free air jet having sufficient volume and pressure to remove dust and loose particles.
- E12.22 Place a 6 mm bond breaker to the full length and depth of the saw cut to match the pavement surface. The bond breaker shall extend 50 mm beyond the edge of the repair.
- E12.23 Mix the concrete repair material in accordance with the manufacturer's guidelines and according to the following instructions:
- (a) Material and water are to be stored in an enclosed vehicle or facility.
 - (b) Water for mixing must be no more than 25° Celsius and must be clean and potable. If the mix temperature is greater than 25° Celsius, bags of cubed ice shall be used for mixing in the water. Bags shall remain intact to keep the ice cubes from mixing in the water.
 - (c) Remove the old mix material from the pail by scraping the bucket after each batch.
- E12.24 The existing concrete surface shall be misted until immediately prior to placement of the repair material. If the temperature of the concrete is too high, place ice in the hand sprayer to reduce the temperature.
- E12.25 Place the concrete repair material according to the following instructions:
- (a) Place the repair material on both sides of the bond breaker at the same time. The bond breaker must remain straight and intact during placement of the repair material.
 - (b) Start placing repair material on the high side of the joint if possible. Plan the placement so there will be a minimum number of ends of active material where continuous placement is occurring.
 - (c) Do not place partial fill material with a layer on the bottom between batches. Only bulkhead a cold joint. If a joint is placed, sandblast before butting new material against the bulkhead. Create a cold joint by striking off vertically and removing excess repair material. To keep more than one joint active when more than one head of material is being worked on, use part of each succeeding batch to extend the working time of each active repair material head.
 - (d) To finish a repair, strike off material with the edge of a trowel flush with the existing concrete and finish with a steel trowel.
 - (e) Do not add additional water during mixing or after mixing as it will result in strength loss of the repair material.
 - (f) Use minimal motions to finish the surface. Overworking will result in scaling or spalling of the repair surface.
 - (g) The finished concrete shall be flush with the adjacent existing concrete.
- E12.26 Sawcut run-outs shall be filled with concrete repair material.
- E12.27 Uniformly apply water based white pigmented curing compound once the material has set up.
- E12.28 Sawcut the width and depth to match the existing pavement joint reservoir and reseal.

MEASUREMENT AND PAYMENT

- E12.29 Construction of Partial Depth Concrete Repairs will be measured on an area basis and paid for at the Contract Unit Price per square meter for "Partial Depth Concrete Repairs". The area to be

paid for will be the total number of square meters of partial depth concrete repairs supplied and placed in accordance with this specification and accepted by the Contract Administrator, including all material and operations herein described and all other items incidental to the Work included in this Specification. Any partial depth repair that is less than 0.03 m² shall be measured as 0.03 m².

E13. PATCHING OF EXISTING PAVEMENT

DESCRIPTION

E13.1 General

E13.1.1 This specification covers patching of existing concrete pavement in preparation for an asphalt overlay.

E13.1.2 Referenced Standard Construction Specifications

- (a) CW 3110 – Sub-Grade, Sub-Base and Base Course Construction.
- (b) CW 3130 – Supply and Installation of Geotextile Fabrics.
- (c) CW 3410 – Asphaltic Concrete Pavement Works.

MATERIALS

E13.2 Crushed Sub-Base Material

E13.2.1 Crushed Sub-base material will have a maximum aggregate size of 50 millimetre and be supplied in accordance with CW 3110.

E13.3 Geotextile Fabric

E13.3.1 Geotextile fabric will be supplied in accordance with Section 2 of CW 3130.

E13.4 Asphalt Material

E13.4.1 Asphalt material will be Type 1A and will be supplied in accordance with Sections 5 and 6 of CW 3410.

CONSTRUCTION METHODS

E13.5 General

E13.5.1 Remove existing concrete pavement to a minimum width of 1.5 metres at locations as shown on the Drawings or as directed by the Contract Administrator in accordance with Section 3.1 of Specification CW 3110.

E13.5.2 Excavate to a depth of 350 millimetres below the top of the existing pavement.

E13.5.3 Compact existing sub-grade to a minimum of 95% Standard Proctor Density.

E13.5.4 Place geotextile fabric in accordance with Specification CW 3130.

E13.5.5 Place and compact crushed sub-base material in accordance with CW 3110 to a 300 millimetres compacted depth. Compact to a minimum of 100% Standard Proctor Density.

E13.5.6 Place and compact asphalt material to a 50 millimetres compacted depth matching the top of the existing concrete pavement. Compact to an average of 95% percent of the 75 Blow Marshall Density of the paving mixture with no individual test being less than 90% percent.

E13.5.7 Each layer must be levelled and accepted by the Contract Administrator before the succeeding layer may be placed.

E13.5.8 Additional excavation and placement of sub-base material beyond the identified pavement structure will be completed in accordance with CW 3110 as directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

E13.6 Pavement Patching

- E13.6.1 Pavement patching will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Pavement Patching". The area to be paid for will be the total number of square metres of pavement patched in accordance with this specification, accepted and measured by the Contract Administrator.

E14. PARTIAL DEPTH PATCHING OF EXISTING JOINTS

DESCRIPTION

E14.1 General

- E14.1.1 This specification covers the Partial Depth Patching of existing concrete pavement joints.

E14.2 Referenced Standard Construction Specifications

- (a) CW 3230 – Full-Depth Patching of Existing Slabs and Joints
- (b) CW 3410 – Asphalt Concrete Pavement Works
- (C) MATERIALS

E14.3 Asphalt Materials

- E14.3.1 Asphalt material will be Type 1A supplied in accordance with Sections 5 and 6 of CW 3410.

E14.4 Tack Coat

- E14.4.1 Tack Coat will be undiluted SS-1 emulsified asphalt.

CONSTRUCTION METHODS

E14.5 Planing of Joints

- E14.5.1 Plane existing joints designated by the Contract Administrator to a minimum depth of 50 mm and a maximum of depth 90 mm to remove ravelled or deteriorated concrete. Width of joint to be planed will vary with depth.

- E14.5.2 Should the depth of joint deterioration exceed the maximum indicated, as determined by the Contract Administrator, the entire joint shall be renewed and paid for in accordance with CW 3230 as a full depth joint repair. Planing completed shall be paid for in accordance with Section E14.7 of this specification.

- E14.5.3 Dispose of material in accordance with Section 3.4 of CW 1130.

E14.6 Placement of Asphalt Material

- E14.6.1 Prior to placement of asphalt material, the planed joint shall be swept or blow clean of any loose material.

- E14.6.2 Apply Tack Coat uniformly on the entire surface of the planed joint. The application rate shall not exceed 0.23 litres per square metre. The planed joint shall be dry prior to applying the tack coat.

- E14.6.3 Place and compact asphalt material in accordance with Section 9.3 of CW 3410 to the satisfaction of the Contract Administrator. The finished elevation of the patch shall be flush with surrounding pavement surface.

- E14.6.4 Compact the asphalt material to an average 95% of the 75 blow Marshall Density of the paving mixture with no individual test being less than 90 %.

- E14.6.5 Ensure that no traffic is allowed to travel over the patched area until the asphalt has cooled to atmospheric temperature.

MEASUREMENT AND PAYMENT

E14.7 Partial Depth Planing of Existing Joints

- E14.7.1 Partial Depth Planing of Existing Joints will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Partial Depth Planing of Existing Joints". The area to be paid for will be the total number of square metres of joints planed in accordance with this specification, accepted and measured by the Contract Administrator.

E14.8 Asphalt Patching of Partial Depth Joints

- E14.9 Asphalt Patching of Partial Depth Joints will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Asphalt Patching of Partial Depth Joints". The area to be paid for will be the total number of square metres of joints patched in accordance with this specification, accepted, and measured by the Contract Administrator.

E15. SUPPLY AND INSTALLATION OF PAVEMENT REPAIR FABRIC

DESCRIPTION

E15.1 General

- E15.1.1 This specification covers the supply and installation of pavement repair fabric.
- E15.1.2 Referenced Standard Construction
(a) CW 3130 – Supply and Installation of Geotextile Fabrics.

MATERIALS

E15.2 Storage and Handling

- E15.2.1 Store and handle material in accordance with Section 2 of CW 3130.

E15.3 Pavement Repair Fabric

- E15.3.1 Pavement repair fabric will be Glas Grid Road Reinforcement Mesh - Style 8501.

CONSTRUCTION METHODS

E15.4 General

- E15.4.1 Install pavement repair fabric at random locations as directed by the Contract Administrator.
- E15.4.2 The extent of the placement limits and quantities required will be determined by the Contract Administrator and provided 48 hours prior to the placement of asphalt.
- E15.4.3 Proceed with installation upon completion and acceptance of the asphalt levelling course.
- E15.4.4 Install fabric in accordance with the manufacturer's specifications and recommendations.
- E15.4.5 Only construction equipment required to place the final asphalt surface course will be allowed to travel on the exposed fabric.
- E15.4.6 Replace damaged or improperly placed fabric.
- E15.4.7 Ensure temperature of the asphalt material does not exceed the melting point of the fabric.

MEASUREMENT AND PAYMENT

E15.5 Pavement Repair Fabric

- E15.5.1 The supply and installation of the pavement repair fabric will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Pavement Repair Fabric". The area to be paid for will be the total number of square metres of pavement repair fabric supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

E16. PORTLAND CEMENT CONCRETE SIDEWALK WITH BLOCK OUTS FOR INDICATOR SURFACES

DESCRIPTION

- E16.1 This specification shall supplement CW 3325-R5 "Portland Cement Concrete Sidewalks".

CONSTRUCTION METHODS

- E16.2 Add the following to section 9 :
- E16.2.1 As shown on the drawings and as directed by the Contract Administrator, construct sidewalk with block outs and/or monolithic curb and sidewalk with block outs, to allow for the installation of indicator surfaces.
- E16.2.2 Verify dimensions of paving stones (indicator surface) prior to construction of the block-outs. Gaps between paving stones and concrete pavement shall not exceed five (5) millimetres.
- E16.2.3 Concrete curbs for monolithic curb and sidewalk with block outs shall be constructed in accordance with CW 3240.

MEASUREMENT AND PAYMENT

- E16.3 Add the following to section 12 :
- E16.3.1 Construction of concrete sidewalks with block outs for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the Contract Administrator.

BASIS OF PAYMENT

- E16.4 Add the following to section 13 :
- E16.4.1 Construction of concrete sidewalks with block outs for indicator surfaces will be paid for at the Contract Unit Price per square meter for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this specification.
- E16.4.2 Items of Work:
- (a) 100 mm Type 5 Concrete Sidewalk with Block Outs Renewal
- E16.4.3 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

E17. PAVING STONES FOR INDICATOR SURFACES

DESCRIPTION

- E17.1 This specification shall supplement CW 3330-R5 "Installation of Interlocking Paving Stones"

MATERIALS

E17.2 Add the following to section 5 :

E17.2.1 Paving Stones for indicator surfaces shall be as shown on the drawings.

E17.2.2 Paving Stones for indicator surfaces shall be :

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

Endicott Clay Paver(92mm X 57mm X 194mm)- Dark Ironspot
<https://endicott.com/>

Yankee Hill Brick (92mm X 57mm X 194mm)- Dark Ironspot
<http://yankeehillbrick.com/>

CONSTRUCTION METHODS

E17.3 Add the following to section 9.2 "Preparation of Sub-grade, Sub-base and Sand-base" :

E17.3.1 Preparation of Sand-Base for Paving Stones in Sidewalk Block Outs.

E17.3.2 Place a 15mm layer of bedding sand in the blocked out sidewalk areas.

E17.3.3 The bedding sand shall be spread and levelled so that the paving stones when installed are 5 mm higher than the finished grade.

E17.3.4 No more sand shall be spread than can be covered in with paving stone on the same day.

E17.3.5 The bedding sand shall not be compacted or disturbed prior to laying the paving stones.

E17.4 Add the following to section 9.3 "Installation of Paving Stones" :

E17.4.1 For indicator surface paving stones, commence installation of paving stones against the long edge of the block out to obtain the straightest possible course of installation.

MEASUREMENT AND PAYMENT

E17.5 Add the following to section 12 :

E17.6 Supply and Installation of Paving Stones for Indicator Surfaces

E17.6.1 Paving stones for indicator surfaces will be measured on surface area basis. The surface area to be paid for shall be the number of square metres constructed in accordance with this specification and accepted by the Contract Administrator, as computed by measurements made by the contract Administrator.

BASIS OF PAYMENT

E17.7 Add the following to section 13 :

E17.7.1 The supply and installation of paving stones for indicator surfaces will be paid for at the Contract Unit Price per square meter for "Paving Stone Indicator Surface", measured as specified herein, which price shall be payment in full for supplying all materials and for performing all operations herein described and all other items incidental to the work included in this specification.

E17.7.2 Concrete thickness greater than the specified sidewalk thickness as a result of shaping the base material to accommodate the block outs is incidental to the listed Items of Work.

E18. SKEWED JOINTS

DESCRIPTION

- E18.1 Further to CW 3230 and CW 3310, this specification covers the requirement for any tie bars, dowels, and dowel assemblies on skewed joints.

MATERIALS

- E18.2 Tie Bars

- E18.2.1 As per City of Winnipeg Specifications, CW 3230.

- E18.3 Dowels

- E18.3.1 As per City of Winnipeg Specifications, CW 3230.

- E18.4 Skewed Dowel Assemblies

- E18.5 Dowel assemblies will be supplied as per City of Winnipeg Specifications, CW 3310, and will be skewed such that dowels placed in the assembly are parallel the travel direction of the lane.

CONSTRUCTION METHODS

- E18.6 Skewed joints will be identified on site by the Contract Administrator.

- E18.7 For full depth concrete patches and slabs tied into existing pavement drilled holes for tie bars or dowels will be drilled parallel the travel direction for the lane.

- E18.8 For consecutive slab repairs requiring joints at 5 meter intervals or less skewed dowel assemblies will be installed. The Contractor shall ensure that the assembly is skewed to match the joint line and the dowels are parallel the travel direction of the lane.

MEASUREMENT AND PAYMENT

- E18.9 Drilled tie bars on a skewed joint will be measured and paid for as per City of Winnipeg Specifications, CW 3230 for "Drilled Tie Bars".

- E18.10 Drilled dowels on a skewed joint will be measured and paid for as per City of Winnipeg Specifications, CW 3230 for "Drilled Dowels".

- E18.11 Skewed dowel assemblies will be measured and paid for as per City of Winnipeg Specifications, CW 3310 for "Supply and Installation of Dowel Assemblies".

E19. DIAMOND GRINDING

DESCRIPTION

- E19.1 This specification covers Diamond Grinding of existing concrete pavements.

EQUIPMENT

- E19.2 Grinding Machine

- (a) The grinding machine shall be self-propelled complete with a mounted grinding head with diamond blades capable of grinding a minimum of 1.2 meters designed for grinding and texturing pavement. The machine shall have a minimum total weight of 15,876 kilograms (including the grinding head) and an effective wheel base of no less than 3.65 meters.
- (b) The grinding machine shall have a positive means of vacuuming the grinding slurry residue from the pavement surface, leaving the pavement surface in a clean, near-dry condition.

- (c) All equipment shall be maintained to ensure it is in proper working order. The “roundness” of the match and depth control wheels of the grinding machine shall be regularly monitored; any wheels found to be out of round shall be immediately replaced.
- (d) Any equipment that causes ravelling, aggregate fractures, or disturbance to the pavement joints shall not be permitted.

E19.3 Inertial Profiler

- (a) The Inertial Profiler shall conform to the Class 1 requirements in accordance with the latest revision of ASTM E-950.
- (b) The Inertial Profiler must be properly calibrated and certified for use for the current construction season. Acceptable certification shall be Mn/DOT or as approved by the Contract Administrator.
- (c) Documentation of the certification must be provided to the Contract Administrator prior to commencement of any measurements.

CONSTRUCTION METHODS

E19.4 Pavement Grinding

- (a) The pavement grinding shall be scheduled and completed on the mainline pavement lanes in a manner that produces a neat, uniform finished surface.
- (b) Existing joint and crack sealant should be removed prior to pavement grinding to avoid grinding machine malfunction.
- (c) The pavement shall be ground in the longitudinal direction parallel to the pavement center line.
- (d) The pavement grinding shall commence on the low side of the pavement.
- (e) Passes of the grinding head shall not overlap more than 25mm.
- (f) For pavements with existing curbs, grinding shall be completed to within 150 mm of the face of curb.
- (g) Grinding shall be completed in a manner that removes joint or crack faults and maintains lateral drainage and constant cross slope. The maximum allowable difference between the adjacent sides of the joints and cracks shall be 2 mm.
- (h) The maximum average grinding depth shall not exceed 20 mm.
- (i) The Contractor shall be responsible for arranging and supplying all water required for the project. Water obtained for the City of Winnipeg shall be in accordance with E9.
- (j) The edges of adjacent pavement shoulders and auxiliary lanes shall be feathered along the edge of the mainline grinding as required to provide drainage. Feathering shall be required when the mainline grinding leaves a vertical lip greater than 5 mm to the adjacent pavement surface.
- (k) Existing structures such as manholes, curb and gutter inlets, and water valves shall be feathered to the satisfaction of the Contract Administrator.
- (l) When directed by the Contract Administrator, the grinding shall extend 2 meters into an existing asphalt surface.

E19.5 Final Surface Finish

- (a) The grinding process shall produce a pavement surface that is true in grade and uniform in appearance with a longitudinal line-type texture. The line-type texture shall contain grooves that are parallel to the centerline and present a narrow ridge corduroy type appearance. The peaks of ridges shall be a minimum 1.5 mm to a maximum of 3.0 mm higher than the ground pavement surface. The finished grooves shall be evenly spaced 2 to 3 mm apart.
- (b) The grinding process shall produce a longitudinal line-type texture that is straight and free of deviations. Any deviation from a straight longitudinal line-type texture, identified at the

sole discretion of the Contract Administrator, shall be re-ground at the expense of the Contractor.

- (c) The Contractor shall be responsible for the selection of the number and type of blades to be used to provide the proper surface finish for the aggregate type present. Unbroken fins shall be removed to the satisfaction of the Contract Administrator.
- (d) The Contractor shall be responsible to determine the proper sequence of operations to meet the specification. Multiple passes may be required to meet the specifications.
- (e) A minimum of 98% of the pavement surface area shall be ground or textured.
- (f) Localized depressed pavement areas will be exempt from texture and smoothness requirements. Additional grinding of these areas may be required and will be as directed by the Contract Administrator.

E19.6 Joint and Crack Sealing

- (a) The Contractor shall seal all existing and repaired joints and cracks in accordance with CW3250. **This work shall be considered incidental to “Diamond Grinding” and no separate measurement and payment will be made.**
- (b) Existing sealant removal, preparation of the surface and any required saw-cutting and/or backer rod replacement shall also be considered incidental to “Diamond Grinding” and no separate measurement and payment will be made.

E19.7 Slurry Removal

- (a) The Contractor shall remove and dispose of all grinding slurry from the operations in a manner and at a location to satisfy environmental regulations.
- (b) All slurry removal operations shall be approved by the Contract Administrator.
- (c) No grinding slurry shall be allowed to flow across lanes occupied by traffic or enter into closed drainage systems.

E19.8 Slurry Handling

- (a) The grinding slurry to be removed from the site shall be collected in water-tight haul units and transported to disposal facilities as listed in E19.9 of this specification.

E19.9 Slurry Disposal Sites

- (a) The Contractor shall dispose of grinding slurry at the designated disposal sites provided by the City of Winnipeg. The disposal sites are as follows;
 - (i) City of Winnipeg South End Pollution Control Centre snow dump site.
 - (ii) City of Winnipeg McPhillips Street snow dump site
- (b) The Contractor shall contact the Streets Maintenance Division Area Supervisor to obtain access. The Contractor shall ensure that these sites are only utilized for disposal of the material from this project. The sites shall be secured at all times.
- (c) Prior to grinding operations the Contractor shall be responsible for installing temporary barriers at the disposal sites in order to hold back slurry from meander throughout the site. The Contract Administrator and the Contractor will develop a layout of the barriers. The cost of supplying and installing the barrier system will be at the expense of the Contractor.
- (d) At completion of the grinding disposal operations, the Contractor shall clean up the disposal sites to the satisfaction of the Contract Administrator.
- (e) The site clean-up shall include removal of excess water, removal of remaining grinding solids and regarding of the site to the original condition prior to commencement of the grinding disposal operations.

E19.10 Smoothness Requirements

- (a) The Contractor shall be responsible for all profile testing to meet the requirements of this contract.

- (b) All testing shall be continuous and be run in the direction of the traffic. Stationing shall be provided by the Contract Administrator for all testing.
- (c) The Profiler shall be operated at optimum speed as defined by the manufacturer.
- (d) Prior to performing any grinding work, the Contractor shall provide a control profilograph trace. The control trace will be used to identify the required smoothness for the project.
- (e) All testing shall be reported in 100 metre segments complete with a summary of all dip and bump measurements and locations.
- (f) Upon completion of the grinding operations, acceptance measurements shall be completed.
- (g) 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 periods.
- (h) The finished surface smoothness requirements shall be as follows;
 - (i) 70km/hr or greater Posted Speed Locations - IRI equal to or less than 1.20 m/km.
 - (ii) 50km/hr or greater Posted Speed Locations - IRI equal to or less than 1.60 m/km.
 - (iii) Each lane will be evaluated separately in 100 metre segments.
- (i) The Contractor shall regrind, at no additional cost, any areas found not meeting the smoothness requirements.
- (j) The finished surface smoothness requirements shall not include any localized bumps exceeding 10 mm in 7.5 metres where the areas have reached the maximum removal depth. These areas shall be reviewed and approved by the Contract Administrator.
- (k) Areas of depressed pavement due to subsidence of other localized causes where the areas have reached the maximum removal depth shall also be excluded from the finished surface smoothness requirements. These areas shall be reviewed and approved by the Contract Administrator.
- (l) The Contractor shall provide a print out of all smoothness measurements, a profilogram and a copy of the raw profile data in an unfiltered ERD file format.

MEASUREMENT AND PAYMENT

- E19.11 Diamond Grinding will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Diamond Grinding". The area to be paid for will be the total number of square metres of pavement surface ground, textured and grinding slurry hauled and disposed of at off-site locations in accordance with this specification, accepted and measured by the Contract Administrator.
- E19.12 Pavement edges of adjacent pavement shoulders and auxiliary lanes identified by the Contract Administrator to be feathered will be measured and included in the payment at one metre width regardless of actual grinding width required to feather the lip. The minimum length of a feather pass will be 30 metres.
- E19.13 No additional measurement or payment shall be made if multiple passes of the grinding equipment are required to meet the smoothness requirements. The area of the pavement ground will only be considered for payment once, unless grinding is directed by the Contract Administrator.
- E19.14 No additional measurement or payment will be made for testing to net the smoothness requirements of this contract.
- E19.15 Notwithstanding CW 3250, joint and crack sealing shall be considered incidental to "Diamond Grinding" and no separate measurement and payment will be made. Existing sealant removal, preparation of the surface and any required saw-cutting and backer rod replacement will also be considered incidental to "Diamond Grinding" and no separate measurement and payment will be made.

E20. CROSS STITCHING

DESCRIPTION

E20.1 Cross stitching is a preservation method designed to strengthen nonworking longitudinal joints and cracks that are in relatively good condition. The construction process consists of grouting tie-bars into holes drilled across the joint or crack at angles of 35° to 45° to the pavement surface. This process is effective at preventing vertical and horizontal movement or widening of the crack or joint, thereby keeping the crack or joint tight, maintaining good load transfer, and slowing the rate of deterioration.

PURPOSE OF TREATMENT

E20.2 Cross stitching is applicable for strengthening longitudinal cracks in slabs to prevent slab migration and to maintain aggregate interlock.

E20.3 Mitigating the issue of tie-bars being omitted from longitudinal contraction joints (due to construction error).

E20.4 Tying roadway lanes or shoulders that are separating and causing a maintenance problem. (Cross stitching should not be used, however, to tie any new traffic lanes that are added to an existing roadway.)

E20.5 Tying centerline longitudinal joints that are starting to fault.

SELECTION CRITERIA

E20.6 Pavement condition

- (a) General Condition – Fair to Good
- (b) Fair to Good Ride

CONSTRUCTION METHOD SUMMARY

E20.7 Cross Stitching

- (a) Drill holes at an angle (35-45 degree angle) to the pavement so that they intersect the joint or crack at mid-depth in the concrete slab. It is important to start drilling the hole at a consistent distance from the joint or crack to consistently cross the joint or crack at mid-depth. Select a drill that minimizes damage to the concrete surface and select a drill no more than 9.5mm (0.375") larger than the tie-bar diameter.
- (b) Tie-bar Diameter shall be 19mm (0.75") when used in pavement thicknesses ranging from 200mm to 300mm.
- (c) Tie-bar spacing shall be spaced at intervals ranging between 500-750mm (20-30"), 750mm spacing recommended for light traffic.
- (d) Length of tie-bar shall be 240mm (9.5") in length when used in 200mm thick concrete pavements and 275mm (11") in length when used in 230mm concrete pavements.
- (e) Drilled holes shall be alternated on either side of the joint or crack when drilling.
- (f) Holes shall be drilled to a minimum of 25mm (1") from bottom of concrete pavement. Holes shall not be drilled through the bottom of the concrete pavement structure.
- (g) Blow air into the holes to remove dust and debris after drilling.
- (h) Pour epoxy into the hole, leaving some volume for the bar to occupy the hole.
- (i) Insert the tie-bar, remove excess epoxy, and finish flush with the pavement surface. The pavement may be reopened to traffic as soon as the epoxy has fully set.

EQUIPMENT

E20.8 Hydraulic Powered Drill Mounted on stand (recommended).

E20.9 Oil Free Jetted Air Compressor shall be used to blow out drilled tie-bar holes, vacuum will not be acceptable.

MEASUREMENT AND PAYMENT

E20.10 Cross Stitching will be measured on a Linear Meter basis and paid for at the Contract Unit Price per linear meter for "Cross Stitching". The area to be paid for will be the total number of Linear Meters of pavement cross stitched, tie-bars and epoxy shall be inclusive to "Cross Stitching" payment in accordance with this specification, accepted and measured by the Consulting Contract Administrator.

E21. SALT TOLERANT GRASS SEEDING

DESCRIPTION

E21.1 Further to CW 3520 and CW3540, this specification shall cover sub-grade preparation and the supply and placement of Salt Tolerant Grass Seed.

MATERIALS

E21.2 Salt Tolerant Grass Seed

E21.2.1 Salt Tolerant Grass Seed for regional and collector boulevards, medians and interchange areas shall be a mixture composed of:

- (a) Seventy percent (70%) Fults or Nuttals Alkaligrass (*Puccinellia* spp.), twenty percent (20%) Audubon or Aberdeen Creeping Red Fescue and ten percent (10%) Perennial Ryegrass.

(B) EQUIPMENT

E21.3 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

E21.4 Preparation of Existing Grade

E21.4.1 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.

E21.4.2 Scarification shall consist of breaking up and loosening the sub-grade. No scarification shall occur within the edge of a tree canopy (or drip line).

E21.5 Salt Tolerant Grass Seeding

E21.5.1 Salt Tolerant Grass Seed shall be sown at a rate of 2.2 kilograms per 100 square meters.

MEASUREMENT AND PAYMENT

E21.6 Supply, placement and maintenance of Salt Tolerant Grass Seed will be paid for at the Contract Unit Price per square metre for "Salt Tolerant Grass Seeding", 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 Salt Tolerant Grass Seeding shall be in accordance with the following:

E21.7 Sixty five (65%) percent of quantity following supply and placement.

- (a) Remaining thirty five (35%) percent of quantity following termination of the Maintenance Period.

E22. COORDINATION OF CONSTRUCTION WITH RAILWAY COMPANIES

E22.1 General Requirements

E22.1.1 The Contractor shall be responsible to meet all railway companies, CN and CPR, constraints, requirements, and safety measures.

E22.1.2 Prior to the Contractor commencing work within railway property, the Contractor will provide an advance notice of 4 weeks prior to the commencement of work.

E22.2 Railway Flagging Costs

E22.2.1 The railway companies will provide a Protecting Foreman for the protection of the railway's plant and equipment and no cost shall be borne by the Contractor.

E22.3 CP Requirements

E22.3.1 CP Requirements are included in Appendix A. The Contractor is advised that these requirements are applicable to all of the Contractor's personnel and equipment crossing CP tracks and property.

E22.4 CN Requirements

E22.4.1 While not included within these specifications, all CNR requirements shall be followed by the Contractor. The Contractor is responsible to ensure compliance with these requirements by all parties operating under his direction. Detailed information will be available prior to start of construction. While not directly applicable to CNR property and trackage, the CP requirements should be considered as guidelines.

E23. SOFT EXCAVATION TO EXPOSE UNDERGROUND UTILITIES

E23.1 Description

E23.1.1 This specification covers the soft excavation to expose underground utilities to determine the depth of the underground utility and whether it will interfere with the installation of proposed Works on site.

E23.1.2 These underground utilities include, but are not limited to, Manitoba Hydro cables, MTS cables, existing sewers, and existing watermains.

E23.2 Materials

E23.2.1 Backfill Material

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

E23.3 Construction Methods

E23.3.1 Prior to commencement of any construction works adjacent to underground utilities, the Contractor shall use soft digging or hand excavation to expose the underground utilities.

E23.3.2 Once the elevation of the top of the pipe or duct has been determined the resulting excavation shall be backfilled with bedding sand to the elevation of the existing ground.

E23.4 Measurement and Payment

E23.4.1 Soft excavation to expose underground utilities will be considered incidental to the Work. No measurement and payment will be made within this section.

E24. HYDRO SEED

DESCRIPTION

E24.1 Further to CW3520 this Specification covers the seed mix type and payment.

MATERIALS

E24.2 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.

MEASUREMENT AND PAYMENT

E24.3 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 and CW3520. Payment for Hydro Seeding shall be in accordance with the following:

E24.4 Fifty (50%) percent of quantity following supply and placement.

(a) Remaining Fifty (50%) percent of quantity following termination of the Maintenance Period.