



THE CITY OF WINNIPEG

TENDER

TENDER NO. 541-2022

**2022 THIN BITUMINOUS OVERLAYS (TBO) & LOCAL IMPROVEMENT ASPHALT
ALLEY RECONSTRUCTIONS**

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APPENDIX 'A' – SPEED TABLES

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 2022 Thin Bituminous Overlays (TBO) & Local Improvement Asphalt Alley Reconstructions

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 10, 2022.

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 D4.1.

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 he/she has 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 D4.

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 his/her 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 he/she wishes 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 his/her 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 his/her own name, his/her 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 his/her 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 his/her 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 its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his/her 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 its 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 its 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 its 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 its 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 its 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 its sole discretion:
- (a) disqualify a Bidder that fails to disclose a perceived, potential or actual Conflict of Interest of the Bidder or any of its 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 its 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 its 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 its 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 its 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 his/her 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.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is 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.
- B18.4.1 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.
- B18.4.2 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 its 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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2022 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- 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 his/her Bid upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Construction* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C1.1.1 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
- C1.2 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) Local Improvements

- (i) Birchdale Avenue/Lawndale Avenue Alley– The block bounded by Birchdale Avenue, Lawndale Avenue, Lyndale Drive and Coniston Street
- (ii) Guay Avenue/Fifth Avenue Alley – The block bounded by Guay Avenue, Fifth Avenue, St. Mary's Road and Des Meurons Street
- (iii) Giroux Street/Kavanagh Street Alley – The block bounded by Giroux Street, Kavanagh Street, Dufresne Avenue and existing concrete lane west limit.

(b) Thin Bituminous Overlay (TBO)

- (i) Greencrest Avenue – Ulster Street to Pembina Highway
- (ii) Macalester Bay – Silverstone Avenue to Silverstone Avenue
- (iii) Tulane Bay – Pasadena Avenue to Pasadena Avenue
- (iv) Brotman Bay – John Forsyth Road to John Forsyth Road
- (v) Ravine Drive – River Point Drive to Settlers Road
- (vi) Beechtree Crescent – Beliveau Road to Beliveau Road
- (vii) Beliveau Road E – St. Annes Road to Marlene Street
- (viii) Glenthorne Crescent – Darwin Street to Greendell Avenue
- (ix) Glenthorne Crescent – Woodlawn Avenue to Greendell Avenue
- (x) Bluewater Crescent – Cherwell Road (N. leg) to Cherwell Road (S. Leg)
- (xi) Notre Dame Street – St Joseph Street to Langevin Street
- (i) Horace Street – Enfield Crescent to Des Meurons Street

D3.2 The Work to be done under the Contract shall consist of:

(a) Local Improvements

- (i) Part 1 – Residential Surface Works
- (ii) Part 2 – City of Winnipeg Paid Works
- (iii) Part 3 – Drainage and Underground Works

(b) Thin Bituminous Overlay

D3.3 The major components of the Local Improvement Work are as follows:

(a) Part 1 – Residential Surface Works

- (i) Removal of existing approaches
- (ii) Excavation
- (iii) Compaction of existing sub-grade

- (iv) Placement of separation/reinforcement fabric and geogrid
 - (v) Placement and compaction of sub-base and base course materials
 - (vi) Construction of new concrete catchbasin/manhole aprons and tees
 - (vii) Construction of 125mm asphalt pavement surface
 - (viii) Renewal of existing approaches
 - (ix) Renewal of miscellaneous concrete slabs, curbs and sidewalk
 - (x) Final restorations
- (b) Part 2 – City of Winnipeg Paid Works
- (i) Removal of existing approaches
 - (ii) Excavation
 - (iii) Compaction of existing sub-grade
 - (iv) Placement of separation/reinforcement fabric and geogrid
 - (v) Placement and compaction of sub-base and base course materials
 - (vi) Construction of new concrete catchbasin/manhole aprons and tees
 - (vii) Construction of 125mm asphalt pavement surface
 - (viii) Renewal of miscellaneous concrete slabs, curbs and sidewalk
 - (ix) Final restorations
- (c) Part 3 – Drainage and Underground Works
- (i) Removal of existing manholes, catchbasins and catchpits
 - (ii) Installation of new land drainage sewer
 - (iii) Installation of new manholes and/or catchbasins
 - (iv) Installation of subdrains
 - (v) Adjust existing manhole and/or catchbasin frame and covers
 - (vi) Land drainage sewer excavations to be jetted, flooded and tamped
 - (vii) Televiser new land drainage sewer.
- D3.4 The major components of the Thin Bituminous Overlay (TBO) Work are as follows:
- (i) Planing of existing asphalt overlays;
 - (ii) Planing of existing asphalt and/or concrete pavements and lip curbs;
 - (iii) Full depth concrete repairs of existing slabs and joints;
 - (iv) Placement of Pavement repair fabric
 - (v) Adjustments of drainage inlets, manholes, catch basins, and water valves;
 - (vi) Curb and sidewalk renewal; and
 - (vii) Placement of asphalt overlay (average thickness 55mm)
 - (viii) Restoration of boulevards

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is WSP Canada Inc., represented by:

Scott Minty, M.Sc., P.Eng.
Senior Project Manager

Telephone No. 204-259-1578

Email Address Scott.Minty@wsp.com

D4.2 At the pre-construction meeting, Scott Minty, M.Sc., P.Eng. will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2 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 D5.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D6. NOTICES

D6.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.

D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204-947-9155

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. FURNISHING OF DOCUMENTS

- D8.1 Upon award of the Contract, the Contractor will be provided with 'issued for construction' Contract Documents electronically, including Drawings in PDF format only.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 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>
- D10.3 Notwithstanding B13.4 at any time during the term of the Contract, the City may, at its 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.

D11. INSURANCE

- D11.1 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.

D11.2 Deductibles shall be borne by the Contractor.

D11.3 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.

D11.4 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.

D12. CONTRACT SECURITY

D12.1 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.

D12.1.1 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 D12.1.1(b).

D12.1.2 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 its discretion, exercised reasonably, allows.

D12.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D12.2 The Contractor shall provide the City Solicitor 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.

D12.3 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 D12.1(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.

D13. SUBCONTRACTOR LIST

- D13.1 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.

D14. EQUIPMENT LIST

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at or prior to a pre-construction meeting, or at least 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 based on the C.P.M. schedule; all acceptable to the Contract Administrator.
- D15.3 Further to D15.2(a), 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 he/she is 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 D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D5.2.
 - (iv) the Safe Work Plan specified in D10;
 - (v) evidence of the insurance specified in D11;
 - (vi) the contract security specified in D12;
 - (vii) the subcontractor list specified in D13;
 - (viii) the equipment list specified in D14;
 - (ix) the detailed work schedule specified in D15;
 - (x) the Requirements for Site Accessibility Plan specified in D16; and

- (xi) 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 September 14, 2022.
- D17.4.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, 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 his/her 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 he/she agrees 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.

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 Contractors execution of work and it will be the Contractor's responsibility to cooperate to the fullest extent with other personnel working in the area, and such cooperation is an obligation of the Contractor under the terms of Contract.
- D20.2 Work by others on or near the Site will include but not necessarily be limited to:
- (a) Manitoba Hydro;
 - (b) BellMTS;
 - (c) Shaw;
 - (d) Quality Control and Assurance Testing

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 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 45 (forty-five) 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 50 (fifty) 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 Following the completion of each individual location's phases mainline asphalt pavement; if the Contractor fails to complete and open each location to the residents within ten (10) Working Days unless otherwise approved by the Contract Administrator in writing, the Contractor shall pay the City one thousand five hundred dollars (\$1,500.00) per Working Day for each and every Working Day following the day fixed herein for each Working Day such failures continue per location.

D24.4 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) Sodding as specified in CW-3510-R10;
 - (b) Joint and crack maintenance as specified in CW-3250-R7.
- 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 he/she deems 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 its 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.

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

WARRANTY

D32. WARRANTY

- D32.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter for Thin Bituminous Overlay Locations , and two (2) years thereafter for pavement reconstruction works, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D32.2 Notwithstanding C13.2 or D32.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- (a) a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.
- 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.
- D32.2.2 For the purpose of contract security, the warranty period shall be two (2) years.

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 his 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 his 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 D11, 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 its Ministers, officers, employees, and agents shall be added as additional insureds.
- D34.4.2 If not already required under the insurance requirements identified in D11, 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 D11.3, 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 D12)

KNOW ALL MEN 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. 541-2022

2022 Thin Bituminous Overlays (TBO) & Local Improvement Asphalt Alley Reconstructions

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 D12)

KNOW ALL MEN 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. 541-2022

2022 Thin Bituminous Overlays (TBO) & Local Improvement Asphalt Alley Reconstructions

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 its 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>
	Cover Sheet	
541-2022_DRAWING_221-03150-00-01-RB	BIRCHDALE AVE/LAWNDALE AVE ALLEY – STA 1+00 TO STA 2+25	A1
541-2022_DRAWING_221-03150-00-02-RB	BIRCHDALE AVE/LAWNDALE AVE ALLEY – STA 2+25 TO 3+22 (CONISTON ST)	A1
541-2022_DRAWING_221-03150-00-03-RB	BIRCHDALE AVE/LAWNDALE AVE ALLEY – LYNDALDE DR ALLEY	A1
541-2022_DRAWING_221-03150-00-04-RB	FIFTH AVE/GUAY AVE ALLEY – STA 0+94.79 TO STA 2+20	A1
541-2022_DRAWING_221-03150-00-05-RB	FIFTH AVE/GUAY AVE ALLEY – STA 2+20 TO 3+13 (DES MEURONS ST)	A1
541-2022_DRAWING_221-03150-00-06-RB	DES MEURONS ST LDS FIFTH AVE/GUAY AVE ALLEY – STA 0+96.11 TO STA 1+39.93 (ALLEY MH)	A1
541-2022_DRAWING_221-03150-00-07-RB	KAVANAGH ST/GIROUX ST ALLEY – 0+93.90 TO STA 2+00	A1
541-2022_DRAWING_221-03150-00-08-RB	KAVANAGH ST/GIROUX STA ALLEY - STA 2+00 TO STA 2+58 (DUFRESNE AVE)	A1
541-2022_DRAWING_221-03150-00-09-RB	DUFRESNE AVE LDS KAVANAGH ST/GIROUX ST ALLEY – STA 1+04.50 TO STA 1+42.20 (TIE-IN)	A1
541-2022_DRAWING_221-03150-00-10-RB	NOTRE DAME ST – RUE ST JOSEPH TO LANGEVIN ST HORACE ST – ENFIELD CRES TO RUE YOUVILLE BLUEWATER CRES – CHERWELL RD (N. LEG) TO CHERWELL RD (S. LEG) BELIVEAU RD E – ST ANNE’S RD TO MARLENE ST	A1
541-2022_DRAWING_221-03150-00-11-RB	BEECHTREE ST – BELIVEAU RD TO BELIVEAU RD GLENTHORNE CRES – DARWIN ST TO GREENDELL AVE GLENTHORNE CRES – WOODLAWN AVE TO GREENDELL AVE RAVINE DR – RIVER POINTE DR TO SETTLERS RD	A1

<u>Drawing No.</u>	<u>Drawing Name/Title</u>	<u>Drawing (Original) Sheet Size</u>
	BROTMAN BAY – JOHN FORSYTH RD TO JOHN FORSYTH RD	
541-2022_DRAWING_221-03150-00-12-RB	TULANE BAY – PASADENA AVE TO PASADENA AVE MACALESTER BAY – SILVERSTONE AVE TO SILVERSTONE AVE GREENCREST AVE – PEMBINA HWY TO ULSTER ST	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. PROTECTION OF EXISTING TREES

- E3.1 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.
- E3.2 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 his/her designate.
- E3.3 No separate measurement or payment will be made for the protection of trees.
- E3.4 Except as required in clause E3.1(c) and E3.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E4. TRAFFIC CONTROL

E4.1 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 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.

E4.2 Further to E4.1(c) ,the Contractor shall make arrangement with the Contract Administrator to supply regulatory signs as required.

E4.3 Upon request from the Contract Administrator, the Contractor shall provide records demonstrating that the site has been maintained.

E4.4 Further to E4.1(c) and E4.1(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.

E4.5 Any changes to the approved Traffic Management Plan must be submitted to the Contract Administrator a minimum of five (5) Working Days prior to the required change for approval.

E4.6 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.

E5. TRAFFIC MANAGEMENT

E5.1 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.

- E5.1.1 Flag persons may be necessary to maintain the flow of traffic during certain work operations.
- E5.1.2 Should the Contractor be unable to maintain an existing access to a residence or business, he/she shall review the planned disruption with the business or residence and the Contract Administrator, and take reasonable measures to minimize the impact. The Contractor shall provide a minimum of 24 hours notification to the affected residence or business and the Contract Administrator, prior to disruption of access.
- E5.1.3 Pedestrian and ambulance/emergency vehicle access must be maintained at all times.

E6. REFUSE AND RECYCLING COLLECTION

- E6.1 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 E6.3 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.
- E6.2 The Contractor shall be responsible for determining the collection schedule for all streets identified in D3.
- E6.3 Collection Schedule:

Birchdale Ave./Lawndale Ave Alley.

Collection Day(s): **Tuesdays (A)**

Collection Time: **7:00 am**

Common Collection Area: **TBD**

Fifth Ave./Guay Ave. Alley

Collection Day(s): **Tuesdays (A)**

Collection Time: **7:00 am**

Common Collection Area: **TBD**

Kavanagh St./Giroux St. Alley

Collection Day(s): **Tuesdays (A)**

Collection Time: **7:00 am**

Common Collection Area: **TBD**

- E6.4 No measurement or payment will be made for the work associated with this specification.

E7. PEDESTRIAN SAFETY

- E7.1 During the project, a temporary snow fence shall be installed when requested by the Contract Administrator. The Contractor shall be responsible for maintaining the snow fence in a proper working condition. No measurement for payment shall be made for this work.

E8. WATER OBTAINED FROM THE CITY

E8.1 Further to 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.

E9. SURFACE RESTORATIONS

E9.1 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.

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. CATCH BASIN RISERS

E11.1 Description

E11.1.1 This specification covers the supply and installation of pre-cast concrete risers for catch basins.

E11.1.2 Pre-cast concrete catch basin risers are to be supplied and installed when proposed rim to invert elevations exceed the standard pre-cast concrete catch basin rim to invert dimension.

E11.2 Materials

E11.2.1 Supply pre-cast catch basin risers in accordance with CW-2130-R12.

E11.3 Construction Methods

E11.3.1 Install pre-cast concrete catch basin risers as per CW-2130-R12.

E11.4 Measurement and Payment

E11.4.1 Catch basin risers will be measured and for payment on a vertical metre basis and paid for at the Contract Unit Price for 'Catch Basin Risers, Pre-Cast Concrete Risers'.

E11.4.2 Length to be paid will be the total number of vertical metres of risers supplied and installed in accordance with CW-2130-R12, accepted and measured by the Contract Administrator.

E12. SURFACING MATERIAL

E12.1 Description

E12.1.1 This specification covers the preparation, supply, and placement of gravel surfacing material along the alley right-of-way and for private gravel approaches.

E12.2 Materials

- E12.2.1 Supply surfacing material Granular C – Limestone in accordance with CW 3110-R21.
- E12.2.2 Placement of surfacing material in accordance with CW 3150-R4.
- E12.3 Construction Methods
 - E12.3.1 Regrade existing surface as directed by the Contract Administrator.
 - E12.3.2 Place granular surfacing material as directed by the Contract Administrator.
- E12.4 Measurement and Payment
 - E12.4.1 The preparation, supply and placement of granular material along the alley right-of-way and for private granular approaches will be measured on a weight basis and paid for at the Contract Unit Price per tonne for 'Surfacing Material, Granular'.
 - (a) The weight to be paid for will be the total number of tonnes of surfacing material measured on a certified scale.
 - (b) Only material placed within the limits of the resurfacing, as directed by the Contract Administrator, will be included in the payment for Surfacing Material.

E13. EXCAVATION EQUIPMENT

- E13.1 During roadway excavation equipment must not travel on the exposed subgrade.
- E13.2 During sub drain excavation, light weight track excavation equipment may travel on the exposed subgrade.
- E13.3 Upon completion of excavation and installation of sub drains, any irregularities or unevenness in the subgrade shall be corrected to the satisfaction of the Contract Administrator, at the Contractor's expense, before commencement of compaction and sub-base construction.

E14. BASE COURSE GRADE CONTROL

- E14.1 No asphalt mainline work shall commence until the base course has been inspected and approved by the Contract Administrator.
- E14.2 The compacted base course shall not exceed +/-10 mm of design grades.
 - E14.2.1 A minimum of forty-eight (48) hours is required between the inspection and approval of base course placement.
 - E14.2.2 Mainline asphalt placement shall occur within three (3) working days of receiving Contract Administrator approval. Re-inspection and approval of the base course will be required if mainline asphalt is not placed within previous three (3) days approval period.
 - E14.2.3 The base course surface receiving asphalt shall be maintained in a smooth and compacted condition until asphalt has been placed.
- E14.3 No additional measurement or payment will be made for this work. It is considered incidental the costs associated for base course placement.

E15. SOFT EXCAVATION TO EXPOSE UNDERGROUND UTILITIES

- E15.1 Description
 - E15.1.1 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.
 - E15.1.2 These underground utilities include, but are not limited to, Manitoba Hydro cables, MTS cables, CPR, existing sewers, and existing watermains.

E15.2 Materials

E15.2.1 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.

E15.3 Construction Methods

E15.3.1 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.

E15.3.2 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.

E15.4 Measurement and Payment

E15.5 Soft excavation to expose underground utilities will be considered incidental to the Work. No measurement and payment will be made within this section.

E16. PATCHING OF EXISTING PAVEMENT

DESCRIPTION

E16.1 General

E16.1.1 This specification covers patching of existing concrete pavement in preparation for an asphalt overlay.

E16.1.2 Referenced Standard Construction Specifications

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

MATERIALS

E16.2 Crushed Sub-Base Material

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

E16.3 Geotextile Fabric

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

E16.4 Asphalt Material

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

CONSTRUCTION METHODS

E16.5 General

E16.5.1 Remove existing concrete pavement to a minimum width of 1.5 metres at locations as shown on the Drawings or as directed by the Contract Administrator in accordance with Section 3.1 of Specification CW 3110.

E16.5.2 Excavate to a depth of 350 millimetres below the top of the existing pavement.

E16.5.3 Compact existing sub-grade to a minimum of 95% Standard Proctor Density.

E16.5.4 Place geotextile fabric in accordance with Specification CW 3130.

- E16.5.5 Place and compact crushed sub-base material in accordance with CW 3110 to a 300 millimetres compacted depth. Compact to a minimum of 100% Standard Proctor Density.
- E16.5.6 Place and compact asphalt material to a 50 millimetres compacted depth matching the top of the existing concrete pavement. Compact to an average of 95% percent of the 75 Blow Marshall Density of the paving mixture with no individual test being less than 90% percent.
- E16.5.7 Each layer must be levelled and accepted by the Contract Administrator before the succeeding layer may be placed.
- E16.5.8 Additional excavation and placement of sub-base material beyond the identified pavement structure will be completed in accordance with CW 3110 as directed by the Contract Administrator.

MEASUREMENT AND PAYMENT

E16.6 Pavement Patching

- E16.6.1 Pavement patching will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Pavement Patching". The area to be paid for will be the total number of square metres of pavement patched in accordance with this specification, accepted and measured by the Contract Administrator.

E17. SUPPLY AND INSTALLATION OF PAVEMENT REPAIR FABRIC

DESCRIPTION

E17.1 General

- E17.1.1 This specification covers the supply and installation of pavement repair fabric.
- E17.1.2 Referenced Standard Construction
 - (a) CW 3130 – Supply and Installation of Geotextile Fabrics.

MATERIALS

E17.2 Storage and Handling

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

E17.3 Pavement Repair Fabric

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

CONSTRUCTION METHODS

E17.4 General

- E17.4.1 Install pavement repair fabric at random locations as directed by the Contract Administrator.
- E17.4.2 The extent of the placement limits and quantities required will be determined by the Contract Administrator and provided 48 hours prior to the placement of asphalt.
- E17.4.3 Proceed with installation upon completion and acceptance of the asphalt levelling course.
- E17.4.4 Install fabric in accordance with the manufacturer's specifications and recommendations.
- E17.4.5 Only construction equipment required to place the final asphalt surface course will be allowed to travel on the exposed fabric.
- E17.4.6 Replace damaged or improperly placed fabric.
- E17.4.7 Ensure temperature of the asphalt material does not exceed the melting point of the fabric.

MEASUREMENT AND PAYMENT

E17.5 Pavement Repair Fabric

- E17.5.1 The supply and installation of the pavement repair fabric will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Pavement Repair Fabric". The area to be paid for will be the total number of square metres of pavement repair fabric supplied and installed in accordance with this specification, accepted and measured by the Contract Administrator.

E18. PARTIAL DEPTH PATCHING OF EXISTING JOINTS

DESCRIPTION

E18.1 General

- E18.1.1 This specification covers the Partial Depth Patching of existing concrete pavement joints.

E18.2 Referenced Standard Construction Specifications

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

MATERIALS

E18.3 Asphalt Materials

- E18.3.1 Asphalt material will be Type 1A supplied in accordance with Sections 5 and 6 of CW 3410.

E18.4 Tack Coat

- E18.4.1 Tack Coat will be undiluted SS-1 emulsified asphalt.

CONSTRUCTION METHODS

E18.5 Planing of Joints

- E18.5.1 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.
- E18.5.2 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 E18.7 of this specification.
- E18.5.3 Dispose of material in accordance with Section 3.4 of CW 1130.

E18.6 Placement of Asphalt Material

- E18.6.1 Prior to placement of asphalt material, the planed joint shall be swept or blow clean of any loose material.
- E18.6.2 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.
- E18.6.3 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.
- E18.6.4 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 %.

- E18.6.5 Ensure that no traffic is allowed to travel over the patched area until the asphalt has cooled to atmospheric temperature.

MEASUREMENT AND PAYMENT

- E18.7 Partial Depth Planing of Existing Joints

- E18.7.1 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.

- E18.8 Asphalt Patching of Partial Depth Joints

- E18.9 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.

E19. ADJUSTMENT OF CURB INLET FRAME

DESCRIPTION

- E19.1 This specification shall supplement CW 3210.

CONSTRUCTION METHODS

- E19.2 Adjust curb inlet frames in accordance with CW 3210 Section 3.4 without constructing a new inlet box.

MEASUREMENT OF PAYMENT

- E19.3 Adjusting curb inlet frames shall be measured on a unit basis and paid for at the Contract Unit Price for "Adjustment of Curb Inlet Frame". The number to be paid for will be the total number of curb inlet frames adjusted in accordance with this specification, accepted and measured by the Contract Administrator.

E20. INSTALLATION OF CITY OF WINNIPEG SUPPLIED CURB AND GUTTER INLET RISERS

DESCRIPTION

- E20.1 The Contractor shall be responsible for the installation of curb and gutter inlet (CGI) risers, which will be provided by the City of Winnipeg, to be picked up by the Contractor. The Contractor is to contact Dave Hyra (204-794-4087) to arrange pick-up from the City of Winnipeg.

MEASUREMENT AND PAYMENT

- E20.2 Installation of CGI Risers provided by the City of Winnipeg shall be measured on a unit basis and paid for at the Contract Unit Price for "Installation of City of Winnipeg Supplied CGI Risers". The number to be paid for will be the total number of CGI Risers installed in accordance with this specification, accepted and measured by the Contract Administrator.

E21. MOUNTABLE CURB PAVING COVER

DESCRIPTION

- E21.1 E13.1 This specification shall supplement CW 2130.

CONSTRUCTION METHODS

- E21.2 Supply and install mountable curb paving cover in accordance with City of Winnipeg Standard Detail AP-017.

MEASUREMENT OF PAYMENT

- E21.3 Supply and installation of mountable curb paving covers shall be measured on a unit basis and paid for at the Contract Unit Price for "AP-017 - Mountable Curb and Gutter Paving Cover". The number to be paid for will be the total number of curb inlet frames adjusted in accordance with this specification, accepted and measured by the Contract Administrator.

E22. CONSTRUCTION NOTICES

- E22.1 The Contractor shall submit a Construction Notice to the Contract Administrator for review and approval prior to the commencement of any asphalt paving.
- E22.2 The Contractor shall deliver approved notices to all properties adjacent to project sites a minimum of 24-hours prior to asphalt paving works.
- E22.3 No measurement or payment will be made for the work associated with this specification.

E23. CONCRETE CONSTITUENT MATERIALS, MIX DESIGN REQUIREMENTS, AND HOT AND COLD WEATHER CONCRETING

DESCRIPTION

- E23.1 General
- E23.1.1 PORTLAND CEMENT CONCRETE PAVEMENT WORKS shall be in accordance with CW3310-R17, PORTLAND CEMENT CONCRETE PAVEMENT WORKS, except as otherwise specified herein.
- E23.1.2 This specification covers Portland cement concrete constituent materials and design requirements for the preparation of Portland Cement Concrete for all concreting operations relating to the construction of pavements, curbs, gutters, private approaches, bull-noses, median slabs, median, safety median and boulevard splash strips, sidewalk and other related concrete works.
- E23.1.3 This specification also covers hot and cold weather concreting.
- E23.1.4 Replace 2.0 Definitions of CW 3310-R17, PORTLAND CEMENT CONCRETE PAVEMENT WORKS with 1.2 of this specification.
- E23.1.5 Replace 5.3 Portland Cement Concrete Constituent Materials of CW 3310-R17, PORTLAND CEMENT CONCRETE PAVEMENT WORKS with 2.0 MATERIALS of this specification.
- E23.1.6 Replace 6.0 Design Requirements of CW 3310-R17, PORTLAND CEMENT CONCRETE PAVEMENT WORKS with 3.0 DESIGN REQUIREMENTS of this specification.
- E23.1.7 Replace 9.8. Weather Conditions of CW 3310-R17, PORTLAND CEMENT CONCRETE PAVEMENT WORKS with 4.0 HOT AND COLD WEATHER CONCRETING of this specification.
- E23.1.8 Replace 13.0 Basis of Payment of CW 3310-R17, PORTLAND CEMENT CONCRETE PAVEMENT WORKS with 5.1 BASIS OF PAYMENT FOR CW 3310-R17 of this specification.
- E23.1.9 Replace 13.0 Basis of Payment of CW 3230-R8, FULL-DEPTH PATCHING OF EXISTING PAVEMENT SLABS AND JOINTS with 5.2 BASIS OF PAYMENT FOR CW 3230-R8 of this specification.

- E23.1.10 Replace 13.0 Measurement and Payment for CW 3235-R9, RENEWAL OF EXISTING MISCELLANEOUS CONCRETE SLABS with 5.3 MEASUREMENT AND PAYMENT FOR CW 3235-R9 of this specification.
- E23.1.11 Replace 4.0 Measurement and Payment for CW 3240-R10, RENEWAL OF EXISTING CURBS with 5.4 MEASUREMENT AND PAYMENT FOR CW 3240-R10 of this specification.
- E23.1.12 Replace 13.0 Basis of Payment for CW 3325-R5, PORTLAND CEMENT CONCRETE SIDEWALK with 5.5 BASIS OF PAYMENT FOR CW 3325-R5 of this specification.
- E23.1.13 This specification also replaces 2.0 Definitions, 5.3 Portland Cement Concrete Constituent Materials, 6.0 Design Requirements, 9.8. Weather Conditions, and 13.0 Basis of Payment of CW3310-R17, PORTLAND CEMENT CONCRETE PAVEMENT WORKS where other specifications (e.g. CW3230-R8, CW3235-R9, CW3240-R10, CW3325-R5) reference CW3310-R17, PORTLAND CEMENT CONCRETE PAVEMENT WORKS.
- E23.1.14 All requirements and tests shall be in accordance with the latest edition of CSA A23.1-19/CSA A23.2-19, except as otherwise specified herein.
- E23.2 Definitions
- E23.2.1 Reinforced Concrete Pavement - A Portland Cement Concrete pavement with distributed steel reinforcement in the pavement slab and with deformed tie bars across longitudinal joints and smooth dowels across transverse contraction joints. Distributed steel reinforcement consists of smooth or deformed bars.
- E23.2.2 Plain-Dowelled Pavement - A Portland Cement Concrete pavement with no reinforcing steel in the pavement slab and with deformed tie bars across longitudinal joints and smooth dowels across transverse contraction joints.
- E23.2.3 Type 1 Concrete shall be used for expressways, major arterials, minor arterials, industrial/commercial collectors, residential major collectors, residential minor collectors, and industrial/commercial local pavements.
- E23.2.4 Type 2 Concrete shall be used for residential roads and alleys, curb and gutter sections, curbs, commercial approaches, residential approaches, miscellaneous concrete slab and splash strips. Type 1 Concrete can be used instead of Type 2 Concrete.
- E23.2.5 Type 3 is early opening concrete and shall be used for 24 hours early opening after placement.
- E23.2.6 Type 4 is early opening concrete and shall be used for 72 hours early opening after placement.
- E23.2.7 Type 5 Concrete shall be used for Sidewalks. Type 1 or Type 2 Concrete can be used instead of Type 5 Concrete.
- E23.2.8 Type 6 Concrete is cold weather concreting and shall replace all other concrete types for all applications when cold weather exists, except Type 8.
- E23.2.9 Type 7 is concrete for restoration of utility pavement cuts.
- E23.2.10 Type 8 is concrete for temporary restoration.
- E23.2.11 Coarseness Factor - A measure of the coarseness of the combined aggregate materials being incorporated into the concrete mix, defined as the percentage of all plus 2 500 sieve particles, which are also retained on the 10 000 sieve. Coarseness Factor = 100 (cumulative % retained on 10 000 Sieve divided by the cumulative % retained on 2 500 Sieve).
- E23.2.12 Hot weather is defined as one or a combination of the ambient air temperature being at or above 27 °C, or when there is a probability of the temperature rising above 27 °C during the concrete placing period (as forecast by the nearest official meteorological office), or the evaporation rate that exceeds 0.75 kg/m² /h due to high concrete temperature (maximum temperature of 32 °C for fresh concrete), low relative humidity and high wind

speed that tends to impair the quality of freshly mixed or hardened concrete by accelerating the rate of moisture loss and rate of cement hydration, or otherwise causing detrimental results.

E23.2.13 Cold weather is defined as a period when there is a probability of the ambient air temperature falling below 5 °C within 24 hours of placing or the average daily temperature for three consecutive days has fallen to, or is expected to fall, below 5°C as forecast by the nearest official meteorological office. The daily temperature is the mean temperature which is the average of the maximum and minimum temperature during the period from midnight to midnight.

E23.2.14 The protection period is the time required to prevent concrete from being affected by exposure to cold weather and to develop a minimum compressive strength of 24 MPa. Concrete compressive strength shall be determined by maturity meters and field cured cylinders. In no case shall the protection period be less than seven (7) days.

MATERIALS

E23.3 Concrete Constituent Materials

E23.3.1 Aggregates

- (i) Aggregate shall consist of crushed stone or gravel or a combination of these materials conforming to the requirements of this Specification.
- (ii) Each of the fine- and coarse-fractions of the combined aggregate shall meet all the requirements of CSA A23.1, Table 10 (FA1) and Table 11, respectively and shall be handled and weighed separately to maintain uniformity. The supplier shall provide the City of Winnipeg, Research and Standards Engineer with test data in accordance with CSA A23.2-30A to demonstrate that the material will produce concrete of acceptable quality that meets all the relevant requirements of this Specification.
- (iii) The combined aggregate gradation and allowable deviations shall comply with the requirements in Table CW 3310.1.

TABLE CW 3310.1 - Combined Aggregate Gradation Limits and Allowable Deviations

Sieve Size	Percent of Total Dry Weight Passing Each Sieve	Allowable Deviation From The Job Mix Formula, % By Mass Passing Sieve
28 000	100%	-
20 000	90% - 100%	± 2%
14 000	75% - 95%	± 2%
10 000	60% - 75%	± 3%
5 000	35% - 50%	± 3%
2 500	27% - 35%	± 2%
1 250	20% - 30%	± 2%
630	10% - 20%	± 2%
315	5% - 10%	± 2%
160	1% - 4%	± 1%
80	0% - 2%	± 1%

- (iv) The fineness modulus of fine aggregate shall be not less than 2.3 nor more than 3.1.
- (v) Aggregates shall conform to CSA-A23.1, Clauses 4.2.3.1 to 4.2.3.6. Each of the fine- and coarse-fractions shall comply with the physical requirements in Table CW 3310.2 and the test results shall be provided with the mix design submittal.

TABLE CW 3310.2 - Limits for Deleterious Substances and Physical Properties of Aggregates

Material	Parameter	Test Method	Maximum Limits	Frequency of Test
coarse aggregate	Clay lumps	CSA A23.2-3A	0.25%	2 years
	Low density granular material	CSA A23.2-4A	0.5%	2 years
	Material finer than 80 µm	CSA A23.2-5A	1.0%	1 year
	Relative density and absorption	CSA A23.2-12A	Note*	1 year
	Flat and elongated particles - Flat particles - Elongated particles	CSA A23.2-13B	25% 40%	1 year
	Petrographic examination** – PN	CSA A23.2-15A	125	1 year
	Unconfined freeze-thaw	CSA A23.2 24A	6%	Twice per season
	Alkali-silica reactivity	CSA A23.2-25A	0.15%	2 years
	Alkali-carbonate reactivity	CSA A23.2-26A	Note*	1 year
	Micro-Deval	CSA A23.2-29A	17%	Twice per season
fine aggregate	Clay lumps	CSA A23.2-3A	1%	2 years
	Low density granular material	CSA A23.2-4A	0.5%	2 years
	Material finer than 80 µm	CSA A23.2-5A	3.0%	1 year
	Organic impurities	CSA A23.2-7A	free from injurious amounts	2 years
	Petrographic examination**	CSA A23.2-15A	Note**	1 year
	Micro-Deval	CSA A23.2-23A	20%	1 year
	Alkali-silica reactivity	CSA A23.2-25A	0.15%	2 years

- *No acceptance/rejection values; however, the results shall be submitted.
- **Petrographic examinations shall be used to calculate the petrographic number (PN), to provide an appraisal of the physical-mechanical quality of coarse aggregate. Determination of PNs applies solely to coarse aggregates and should not be used for fine aggregates. The petrographic report for the fine aggregate shall include a comment on the suitability of the material for use in the production of concrete mix.
- The Coarseness Factor of the combined aggregate shall be between 45 and 65.
- Quarried limestone and dolomite shall not be acceptable as concrete aggregate materials.

E23.4 Hydraulic Cement

E23.4.1 Hydraulic Cement shall be either General Use (GU) or General Use Limestone (GUL) conforming to the requirements of the latest edition of CSA A3001. High-early-strength Portland cement (HE) may also be used for cold weather concreting only. Cement shall be kept in weather tight storage that will protect it from moisture and contamination, and in such a manner as to permit inspection, sampling and identification, where required, of each lot.

E23.5 Supplementary Cementing Materials

E23.5.1 Fly ash shall conform to the requirements of CSA A3001 Class F. Fly ash shall be added to concrete mixtures as a separate constituent material. The use of blended hydraulic cement is not permitted.

E23.6 Water

E23.6.1 Potable water, which is water suitable for human consumption, is permitted to be used as mixing water in concrete without testing. Non-potable water and combined water shall conform to ASTM C1602M, Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete. The concrete supplier shall maintain documentation on the characteristics of the mixing water in compliance with the requirements of Tables 1 and 2 in ASTM C1602M. Testing to verify compliance with the requirements in Table 1 shall be conducted on the Type 1 hand placement paving mix with fly ash. The testing frequency for mixing water shall be in accordance with Appendix X1 of ASTM C1602M. Information on the testing frequency of the concrete mixing water shall be included in the concrete suppliers' quality control program. The source(s) of concrete mixing water and test data indicating compliance with ASTM C1602M shall be provided with the Mix Design Statement submitted to the City of Winnipeg, Research and Standards Engineer.

E23.7 Admixtures

E23.7.1 Air-Entraining Admixture

- (i) The air-entraining admixture shall conform to the requirements of ASTM C260, Standard Specification for Air-Entraining Admixtures for Concrete.

E23.7.2 Chemical Admixtures

- (i) Chemical admixtures shall conform to the requirements of ASTM C494, Standard Specification for Chemical Admixtures for Concrete. Chloride-based chemical admixtures will not be permitted under any circumstances.

E23.7.3 Cold-Weather Admixture Systems

- (i) Cold-weather admixture systems shall conform to the requirements of ASTM C1622, Standard Specification for Cold-Weather Admixture Systems.

DESIGN REQUIREMENTS

E23.8 Concrete Suppliers

E23.8.1 The City of Winnipeg, Research and Standards Engineer will maintain a list of approved concrete suppliers. To obtain approval, concrete suppliers must annually submit the following information to the Research and Standards Engineer prior to April 1st:

- (i) Concrete suppliers Approval Guidelines and Application is available at the City of Winnipeg, Corporate Finance, Material Management Division website at: <https://www.winnipeg.ca/matmgt/Spec/Default.stm>
- (ii) Names of suppliers and sources for all materials and admixtures
- (iii) Concrete mix designs with unique mix design codes signed and dated by person selecting the mix proportions
- (iv) Copy of valid Concrete Manitoba certificate for concrete batch plant
- (v) Copies of valid scale calibration reports for the concrete batch plant
- (vi) Test data for aggregates (in accordance with clause 2.1.1)
- (vii) The mill certificate for the cement and fly ash including chemical and physical composition and analysis, fly ash source and name of supplier.
- (viii) Sieve analysis test reports for the individual aggregates and the combined aggregate gradations to be used in the concrete. The sieve analysis test reports shall be representative of the material to be used during concrete production.
- (ix) Performance data from trial batches prior to construction to demonstrate the concrete mix will achieve the performance criteria in Table CW 3310.3.

Table CW 3310.3: Performance Criteria and Testing

	Time (day)	Type 1	Type 2	Type 3, and Type 6	Type 4	Type 5	Type 7**	Type 8
A minimum of one (1) set* of concrete compressive strength tests for the slipform paving mix with and without fly ash according to CSA A23.2-9C	@ 1	--	--	20 MPa	--	--	--	--
	@ 3	15 MPa	15 MPa	--	20 MPa	--	--	--
	@ 7	20 MPa	20 MPa	--	--	--	--	--
	@ 28	35 MPa	32 MPa	35 MPa	35 MPa	--	--	--
A minimum of two (2) sets* of concrete compressive strength tests for the hand placement paving mix with and without fly ash according to CSA A23.2-9C	@ 1	--	--	20 MPa	--	--	--	--
	@ 3	15 MPa	15 MPa	24 MPa	20 MPa	12 MPa	20 MPa	12 MPa
	@ 7	20 MPa	20 MPa	--	--	--	--	--
	@ 28	35 MPa	32 MPa	35 MPa	35 MPa	30 MPa	35 MPa	30 MPa
Air-void test according to ASTM C457	@ 28	See Note***						
Rapid chloride penetrability test (RCPT) according to CSA A23.2-23C	@ 56	See Note ****						

*Each set contains at least three (3) cylinders at each specified date. The average of each set shall be equal to or greater than the specified strength, with no single result less than 85% of the specified strength.

** Type 7 is concrete for restoration of utility pavement cuts and shall be adjusted to meet the specified strength for other types based on the application and shall include set retarders or hydration stabilizers to extend the discharge time to 150 min.

***A minimum of one sample for air-void test at 28 days shall be performed for each cement for Type 1, Type 2, and Type 3 with fly ash, and Type 6. The air-void test shall meet the following requirements:

- Spacing factor shall not exceed 230 µm, with no single value greater than 260 µm; and,
- Air content shall be greater than or equal to 5.0% and less than 8.0%.

****A minimum of two samples for rapid chloride penetrability test shall be performed for Type 1, Type 2 and Type 3 for mixes with and without fly ash. For Type 1 and Type 3, the average penetrability shall be equal to or less than 1250 coulombs at 56 days based on the charge passed, with no single result greater than 1500 coulombs for mixes with and without fly ash. For Type 2, the average of chloride ion penetrability shall be equal to or less than 1500 coulombs at 56 days based on the charge passed, with no single result greater than 1750 coulombs.

- (x) Quality control program for all materials, including a proposed sampling and testing plan with minimum sampling and testing frequencies;
- (xi) The laboratory(s) to be used and its credentials;
- (xii) The quality control personnel and their qualifications; and,
- (xiii) Frequency of production equipment inspection, verification of calibration, and any certification of the production facility.

E23.9 The City of Winnipeg, Research and Standards Engineer will conduct inspections at least once a year during production. Samples of materials may be taken and tested.

- E23.10 Testing for qualification or acceptance purposes shall be done in accordance with this Specification and the applicable test procedures and standard practices of CSA A23.2. There shall be no charge for any materials taken for testing purposes.
- E23.11 Changes in the source of any concrete constituent materials will not be permitted without approval of the City of Winnipeg, Research and Standards Engineer. For new sources, all materials shall be tested.
- E23.12 Once approved, all concrete shall be supplied in accordance with the approved Mix Design Statement. No changes in the concrete mix designs will be permitted without written permission from the City of Winnipeg, Research and Standards Engineer.
- E23.13 Concrete Properties
- E23.13.1 The Mix Design Statements for all concrete types shall be submitted to the City of Winnipeg, Research and Standards Engineer for approval. The concrete mix shall be proportioned such as to yield concrete having the required workability, strength and durability in Table CW 3310.4.

Table CW 3310.4: Concrete Properties

	Type 1	Type 2	Type 3	Type 4	Type 5	Type 6	Type 7	Type 8
Minimum Cementitious Content (kg/m ³)	360	340	360	360	320	400	340	300
Maximum Supplementary Cementing Materials – Fly Ash** (%) (see Note 2)	20%	20%	15%	20%	15%	0%	20%	20%
Maximum Water/Cementitious Ratio								
- Slip form paving	0.4	0.4	0.4	0.4	-	0.35	-	-
- Hand placement	0.42	0.42	0.42	0.42	0.42	0.36	0.42	0.45
Slump (mm)								
- Slip form paving	50 ± 20	50 ± 20	50 ± 20	50 ± 20	-	50 ± 20	-	-
- Hand placement	70 ± 20	70 ± 20	70 ± 20	70 ± 20	80 ± 20	70 ± 20	100 ± 20	100 ± 20
Nominal Maximum Aggregate Size (mm)	20	20	20	20	20	20	20	20
Air Content (%)	5-8	5-8	5-8	5-8	5-8	5-8	5-8	5-8
Minimum Compressive Strength (MPa)								
- @ 1 days	-	-	20	-	-	20	Note 1*	-
- @ 3 days	15	15	-	20	-	24		-
- @ 7 days	-	-	-	-	-	-		-
- @ 28 days	35	32	Note 1*	Note 1*	30	Note 1*		30
Maximum Rapid Chloride Penetrability Test*** (coulombs) @ 56 days. (see Note 3)	1500	1750	Note 1*	Note 1*	-	Note 1*	-	-

*The concrete shall meet Type 1 or Type 2 based on the application.

**The use of fly ash in concrete mix will be permitted. The Contractor will have the option to replace cement up to but not exceeding the above limits, by weight of total cementitious materials, depending on the concrete type. The use of fly ash will be permitted when the average daily temperature is 10°C and rising for the next five (5) consecutive days of placement as forecast by the nearest official meteorological office. The use of fly ash will not be permitted when the average daily temperature is below 10°C and the average daily temperature for more than five (5) consecutive days has fallen to, or is expected to fall, below 10°C within fourteen (14) days of placement as forecast by the nearest official meteorological office unless authorized in writing by the City of Winnipeg, Research and Standards Engineer.

***The concrete supplier shall develop and submit maturity relationships for Type 1 and Type 6 mixes.

***Rapid chloride penetrability test will be required where there is evidence of concrete damage as a result of inadequate curing and adverse weather conditions, including hot weather, wind, rain, sleet, snow and cold weather. The Contract Administrator shall be allowed access to all sampling locations and reserves the right to take samples for testing at any time.

E23.14 Plant Quality Control

- E23.14.1 The concrete supplier shall provide quality control for the plant to ensure all materials meet the approved mix designs. This information shall be submitted bi-weekly and will be monitored by the City of Winnipeg, Research and Standards Engineer. Failure to submit

the quality control results shall be cause for immediate suspension of the concrete supplier.

E23.14.2 A new mill certificate for cement and fly ash shall be provided monthly during production.

E23.14.3 Check tests of any concrete constituent materials may be undertaken by a Testing Laboratory designated by the City of Winnipeg, Research and Standards Engineer. The concrete supplier shall be equipped with a suitable means or device for obtaining a representative sample of the cement and fly ash. The device shall enable the sample to be readily taken in proximity to the cement or fly ash weigh hopper and from a container or conveyor holding only cement or fly ash to prevent contamination. Any materials which fails to comply with the requirements of CSA A3001 will be rejected, notwithstanding any certificate of acceptance that may have been previously given. Materials that has been rejected must be removed immediately by the concrete supplier.

HOT AND COLD WEATHER CONCRETING

E23.15 The Contractor shall be responsible for taking all necessary measures to protect freshly laid concrete from adverse weather conditions, including hot weather, wind, rain, sleet, snow and cold weather, except as otherwise specified herein.

E23.15.1 Hot weather concreting

- (ii) When the ambient air temperature is at or above 27 °C, or when there is a probability of the temperature rising above 27 °C during the placing period (as forecast by the nearest official meteorological office), the Contractor shall provide protection for the concrete from the effects of hot and/or drying weather conditions.
- (iii) When drying conditions are greater than or equal to 0.75 kg/m²/hr as estimated by use of Figure D1, Appendix D, Guidelines for Curing and Protection of CSA A23.1, the plastic concrete surface shall be protected from drying by application of an evaporation retardant. The evaporation retardant shall be applied according to the manufacturer's recommendations.

E23.15.2 Cold weather concreting

- (i) When there is a probability of the air temperature falling below 5 °C within 24 h of placing or the average daily temperature for more than three successive days is fallen to, or is expected to fall, below 5°C as forecast by the nearest official meteorological office, cold weather concreting requirements shall apply.
- (ii) Concrete shall be placed on unfrozen base material, free of water, snow, and ice. Frozen base material will be identified by measuring the surface temperature using infrared thermometers or similar devices. If the surface temperature is less than or equal to 0°C, the base will be considered frozen. The Contractor shall use suitable heating methods to maintain the base temperature above 0°C. Salt shall not be used to thaw ice, snow, or frost.
- (iii) Type 6 Concrete shall be used for cold weather concreting.
- (iv) Where less than 30 cubic meters of concrete will be placed, the Contractor shall protect the concrete using a minimum of one layer of insulated tarp with R-value more than 5 for a minimum of seven (7) days after completion of placing operations unless otherwise specified by the Contract Administrator.
- (v) Where 30 cubic meters of concrete or more will be placed, a minimum of three maturity meters shall be used. One maturity meter shall be placed in the final 4 m of paving, and the two other maturity meters shall be placed at locations designated by the Contract Administrator. Each maturity meter shall be capable of recording the time and temperature at three depths, ½ inch below the surface, mid slab and ½ inch above the bottom of the pavement. Locations where the maturity meters are placed shall be protected in the same manner as the rest of the concrete.
- (vi) The Contract Administrator shall provide all necessary wires and connectors for maturity meters. The Contractor shall be responsible for the placement, protection, and maintenance of all wires and connectors. No additional measurement or

payment will be made for the placement, protection, and maintenance of all wires and connectors.

- (vii) The Contractor shall maintain the internal concrete temperature above 10 °C during the protection period, a minimum of seven (7) days after completion of placing operations, and until the concrete has developed a minimum compressive strength of 24 MPa. Temperature and concrete compressive strength shall be determined by maturity meters and field cured cylinders. A minimum of four (4) readings for temperature shall be collected in the first three (3) days and then two times daily thereafter.
- (viii) The Contractor shall provide suitable protection methods to the Contract Administrator for approval such as insulation (blankets and boards), heating systems such as electric blankets and hydronic heating systems, unheated or heated enclosures, or a combination of the methods to maintain the internal concrete temperature above 10 °C. In no case shall the protection method be less than one layer of insulated tarp with R-value more than 5.
- (ix) If the internal concrete temperature at any location in the concrete falls below 10 °C but not less than 5°C during the curing period, supplemental heat shall be introduced immediately.
- (x) If the internal concrete temperature at any location in the concrete falls below 5 °C during the curing period, cores shall be collected and tested at 28 days. The cores will be tested in accordance with ASTM C856, Standard Practice for Petrographic Examination of Hardened Concrete and CSA A23.2-14C, Obtaining and testing drilled cores for compressive strength testing. Concrete damaged by frost, as determined by the compressive strength test or Petrographic analysis, shall be removed and replaced at the Contractor's expense. All costs associated with coring, transmittal of cores, and petrographic examination and compressive testing shall be borne by the Contractor regardless of the outcome of the examination.
- (xi) If the internal concrete temperature at any location in the concrete falls below 0 °C during the curing period, concrete shall be removed and replaced by the Contractor at his own expense.
- (xii) The protection method shall not be completely removed until the concrete has cooled to the temperature differential given in CSA A23.2, Table 20. The Contractor shall provide suitable methods for gradual cooling to the Contract Administrator for approval such as loosening the forms while maintaining cover with plastic sheeting or insulation, gradual decrease in heating inside an enclosure, or turning off the heat and allowing the enclosure to slowly equilibrate to ambient temperature. If the concrete cracks due to a sudden temperature change, concrete shall be removed and replaced by the Contractor at his own expense.
- (xiii) Concrete damaged as a result of inadequate protection against weather conditions shall be removed and replaced by the Contractor at his own expense.
- (xiv) No additional measurement or payment will be made for cold weather concreting

BASIS OF PAYMENT FOR CW 3310-R17

E23.16 Concrete Pavements, Median Slabs, Bull-noses and Safety Median

E23.16.1 Construction of concrete pavements, median slabs, bull-noses and safety median will be paid for at the Contract Unit Price per square metre for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the work included in this Specification. The unit price shall be reduced for deficiencies in pavement thickness as per Clause E.35.18 of this Specification.

Items of Work:

- a. "Construction of 250 mm Type (*) Concrete Pavement (**)(***)"
- b. "Construction of 230 mm Type (*) Concrete Pavement (**)(***)"
- c. "Construction of 200 mm Type (*) Concrete Pavement (**)(***)"
- d. "Construction of 150 mm Type (*) Concrete Pavement (**)(***)"

- e. "Construction of Type (*) Concrete Median Slabs (****)"
- f. "Construction of Monolithic Type (*) Concrete Median Slabs (****)"
- g. "Construction of Type (*) Concrete Safety Medians (****)"
- h. "Construction of Monolithic Type (*) Concrete Curb and Sidewalk (****)"
- i. "Construction of Monolithic Type (*) Concrete Bull-noses"

* Specify the Concrete Type

** Specify either Reinforced or Plain-Dowelled

*** Specify Slip Form Paving if required

**** Specify referenced Standard Detail

E23.17 Concrete Pavements for Early Opening

E23.17.1 Construction of concrete pavements for early opening will be paid for at the Contract Unit Price per square metre for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the work included in this Specification. The unit price shall be reduced for deficiencies in pavement thickness as per Clause E.35.18 of this Specification.

Items of Work:

- a. "Construction of 250 mm Type (*) Concrete Pavement for Early Opening (**)(****)"
- b. "Construction of 230 mm Type (*) Concrete Pavement for Early Opening (**)(****)"
- c. "Construction of 200 mm Type (*) Concrete Pavement for Early Opening (**)(****)"
- d. "Construction of 150 mm Type (*) Concrete Pavement for Early Opening (**)(****)"

* Specify either Type 3 or Type 4

** Specify either Reinforced or Plain-Dowelled

*** Specify Slip Form Paving if required

E23.18 Pavement Thickness Tolerance

E23.18.1 At the option of the Contract Administrator, pavement thickness may be determined by coring pavement sections representing each day's pour and determining the pavement thickness by averaging the depth of the cores.

E23.18.2 Pavement found deficient in thickness by more than five (5%) percent shall be paid for at the reduced price. The reduced price = PR x contract price;

PR is in % and TD is in %

Where: $PR = 100 - [(TD - 5) / 5] \times 25$

Where: TD = thickness deficiency greater than or equal to 5%, up to 10%.

E23.18.3 When the pavement thickness is deficient by more than ten (10%) percent and the judgement of the Contract Administrator is that the area of such deficiency should not be removed and replaced, payment will be fifty (50%) percent of Contract Unit Price.

E23.18.4 The cost of initial cores will not be paid for by the Contractor. Additional cores requested by the Contractor to determine the extent of areas deficient in thickness, shall be paid for by the Contractor.

E23.19 Concrete Curbs, Curb and Gutter, and Splash Strips

E23.19.1 Construction of concrete curbs, curb and gutter, and splash strips will be paid for at the Contract Unit Price per metre for the "Items of Work" listed here below, measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the work included in this Specification.

Items of Work:

- a. "Construction of Type (*) Concrete Barrier Curb (**)"
- b. "Construction of Type (*) Concrete Modified Barrier Curb (**)"
- c. "Construction of Type (*) Concrete Curb and Gutter (**)"

- d. "Construction of Type (*) Concrete Mountable Curb (**)"
- e. "Construction of Type (*) Concrete Lip Curb (**)"
- f. "Construction of Type (*) Concrete Curb Ramp (**)"
- g. "Construction of Type (*) Concrete Safety Curb (**)"
- h. "Construction of Type (*) Concrete Splash Strips (**)"
 - * Specify the Concrete Type
 - ** Specify height, type and Referenced Standard Detail
 - ***Specify height, monolithic or separate, type, width, and referenced Standard Detail

E23.19.2 No measurement or payment shall be made for supply or placement of bonding grout for concrete curbs.

E23.19.3 Drilled curb ramp tie bars are to be paid in accordance with CW 3230.

E23.20 Dowel Assemblies

E23.20.1 Supply and installation of dowel assemblies will be paid for at the Contract unit Price per metre for "Supply and Installation of Dowel Assemblies", measured as specified herein, which price shall be payment in full for supplying all materials and performing all operations herein described and all other items incidental to the work included in this Specification.

E23.21 Drilled Tie Bars and Dowels

E23.21.1 Supply and installation shall be in accordance with clause 9.2.3 of CW 3310-R17.

BASIS OF PAYMENT FOR CW 3230-R8

E23.22 Full Slab Replacement

E23.22.1 Replacement of complete slabs will be paid for at the Contract Unit Price per square metre 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.

Items of Work: Slab Replacement

- a. 250mm Type (*) Concrete Pavement (**)
- b. 230mm Type (*) Concrete Pavement (**)
- c. 200mm Type (*) Concrete Pavement (**)
- d. 150mm Type (*) Concrete Pavement (**)
 - * Specify the Concrete Type
 - ** Specify either Reinforced or Plain-Dowelled

E23.23 Full Depth Partial Slab Patches

E23.23.1 Full-depth partial slab patches will be paid for at the Contract Unit Price per square metre for "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.

Items of Work: Partial Slab Patches

- a. 250mm Type (*) Concrete Pavement (**)
- b. 230mm Type (*) Concrete Pavement (**)
- c. 200mm Type (*) Concrete Pavement (**)
- d. 150mm Type (*) Concrete Pavement (**)
 - * Specify the Concrete Type
 - ** Specify class of patch

E23.24 Dowels in Drilled Holes

E23.24.1 Installation of dowels into hardened concrete will be paid for at the Contract Unit Price for "Drilled Dowels"*, 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.

*Specify diameter(s) of dowels

E23.25 Tie Bars in Drilled Holes

E23.25.1 Installation of tie bars into hardened concrete will be paid for at the Contract Unit Price for "Drilled Tie Bars"* 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.

*Specify size(s) of tie bars.

MEASUREMENT AND PAYMENT FOR CW 3235-R9

E23.26 Removal of Miscellaneous Concrete Slabs

E23.26.1 Removal of miscellaneous concrete slabs will be measured on an area basis and paid for at the Contract Unit Price per square metre for the "Items of Work" listed here below. The area to be paid for will be the total number of square metres of existing miscellaneous concrete slabs removed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work: Miscellaneous Concrete Slab Removal

- a. Median Slab
- b. Monolithic Median Slab
- c. Safety Median
- d. 100mm Sidewalk
- e. 150mm Reinforced Sidewalk
- f. Bullnose
- g. Monolithic Curb and Sidewalk

E23.27 Installation of Miscellaneous Concrete Slabs

E23.27.1 Installation of miscellaneous concrete slabs will be measured on an area basis and paid for at the Contract Unit Price per square metre for the "Items of Work" listed here below. The area to be paid for will be the total number of square metres of miscellaneous concrete slabs installed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work: Miscellaneous Concrete Slab Installation

- a. Type (*) Concrete Median Slab**
- b. Type (*) Concrete Monolithic Median Slab**
- c. Type (*) Concrete Safety Median**
- d. Type (*) Concrete 100mm Sidewalk**
- e. Type (*) Concrete 150mm Reinforced Sidewalk***
- f. Type (*) Concrete Bullnose**
- g. Type (*) Concrete Monolithic Curb and Sidewalk**

* Specify the Concrete Type

** referenced Standard Detail to be specified

*** renewal area to be specified

E23.27.2 All costs for installing sign support clamps and constructing isolations for boulevard and median appurtenances will be included in the payment for the "Items of Work" listed for miscellaneous concrete slab installation.

E23.27.3 All costs for excavation, sub-grade compaction, placement of sub-base, placement of leveling course and backfill materials, slabs installation and boulevard grading to the limits as identified in Section 3.2 of CW 3235-R9 will be included in the payment for the "Items of Work" listed for Installation of Miscellaneous Concrete Slabs.

E23.27.4 Additional base course over and above leveling course material will be paid in accordance with CW 3110.

E23.28 Miscellaneous Concrete Slab Renewal

E23.28.1 Miscellaneous concrete slab renewal will be measured on an area basis and paid for at the Contract Unit Price per square metre for the “Items of Work” listed here below. The area to be paid for will be the total number of square metres of existing miscellaneous concrete slabs removed and installed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work: Miscellaneous Concrete Slab Renewal

- a. Type (*) Concrete Median Slab**
- b. Type (*) Concrete Monolithic Median Slab**
- c. Type (*) Concrete Safety Median**
- d. Type (*) Concrete 100mm Sidewalk* (***)
- e. Type (*) Concrete 150mm Reinforced Sidewalk (***)
- f. Type (*) Concrete Bullnose**
- g. Type (*) Concrete Monolithic Curb and Sidewalk**

* Specify the Concrete Type

** referenced Standard Details to be specified.

*** renewal area to be specified.

- 1. Less than 5 sq. m
- 2. 5 sq. m to 20 sq. m
- 3. Greater than 20 sq. m

E23.28.2 All costs for the slab removal, excavation, sub-grade compaction, placement of leveling course and backfill materials, slabs installation and boulevard grading to the limits as identified in Section 3.3 of CW 3235-R9 will be included in the payment for the “Items of Work” listed for Miscellaneous Concrete Slab Renewal.

E23.28.3 Additional base course over and above leveling course material will be paid in accordance with CW 3110.

E23.28.4 All costs for installing sign support clamps and constructing isolations for boulevard and median appurtenances will be included in the payment for the “Items of Work” listed for Miscellaneous Concrete Slab Renewal.

E23.29 Adjustment of Precast Concrete Sidewalk Blocks

E23.29.1 Adjustment of precast concrete sidewalk blocks will be measured on an area basis and paid at the Contract Unit Price per square metre for “Adjustment of Precast Sidewalk Blocks”. The area to be paid for will be the total number of square metres of precast concrete sidewalk blocks adjusted to grade in accordance with this specification, accepted and measured by the Contract Administrator.

E23.29.2 No measurement or payment will be made for any precast sidewalk blocks damaged or lost during replacement.

E23.30 Supply of Precast Concrete Sidewalk Blocks

E23.30.1 Supply of precast concrete sidewalk blocks will be measured on an area basis and paid at the Contract Unit Price per square metre for “Supply of Precast Sidewalk Blocks”. The area to be paid for will be the total number of square metres of precast concrete sidewalk blocks supplied in accordance with this specification, accepted and measured by the Contract Administrator.

E23.31 Removal of Precast Concrete Sidewalk Blocks

E23.31.1 Removal of precast concrete sidewalk blocks will be measured on an area basis and paid at the Contract Unit Price per square metre for “Removal of Precast Sidewalk Blocks”. The area to be paid for will be the total number of square metres of precast concrete sidewalk blocks removed in accordance with this specification, accepted and measured by the Contract Administrator.

MEASUREMENT AND PAYMENT FOR CW 3240-R10

E23.32 Concrete Curb Removal

E23.32.1 Concrete curb removal will be measured on a length basis and paid for at the Contract Unit Price per metre for the “Items of Work” listed here below. The length to be paid for will be the total number of metres of concrete curb removed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work: Concrete Curb Removal

- a. Barrier*
- b. Modified Barrier*
- c. Curb and Gutter
- d. Mountable Curb
- e. Lip Curb
- f. Modified Lip Curb
- g. Curb Ramp
- h. Safety Curb
- i. Splash Strips**

* Integral or Separate to be specified.

** Monolithic or Separate.

E23.32.2 Removal of existing asphalt material immediately in front of the curb that is required for installation will be included in the payment for the “Items of Work” listed for Concrete Curb Removal when the asphalt overlay is not identified to be removed.

E23.33 Concrete Curb Installation

E23.33.1 Concrete curb installation will be measured on a length basis and paid for at the Contract Unit Price per metre for the “Items of Work” listed here below. The length to be paid for will be the total number of metres of concrete curb or splash strip installed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work: Concrete Curb Installation

- a. Type (*) Concrete Barrier**
- b. Type (*) Concrete Modified Barrier**
- c. Type (*) Concrete Curb and Gutter**
- d. Type (*) Concrete Mountable Curb**
- e. Type (*) Concrete Lip Curb**
- f. Type (*) Concrete Modified Lip Curb**
- g. Type (*) Concrete Curb Ramp**
- h. Type (*) Concrete Safety Curb**
- i. Type (*) Concrete Splash Strips***

* Specify the Concrete Type

** reveal height, type and reference to Standard Detail to be specified.

*** reveal height, monolithic or separate, type, width and reference to Standard Detail to be specified.

E23.33.2 The placement and compaction of asphalt material immediately in front of the curb will be included in the payment for the “Items of Work” listed for Concrete Curb Installation when the asphalt overlay is not identified to be removed.

E23.33.3 No payment will be made for leveling course.

E23.33.4 Base course will be paid in accordance with CW 3110.

E23.33.5 Supply and placement of bonding grout for concrete curbs will not be measured for payment.

E23.34 Concrete Curb Renewal

E23.34.1 Concrete curb renewal will be measured on a length basis and paid for at the Contract Unit Price per metre for the “Items of Work” listed here below. The length to be paid for will be the total number of metres of concrete curb or splash strip removed and installed in accordance with this specification, accepted and measured by the Contract Administrator.

Items of Work: Concrete Curb Renewal

- a. Type (*) Concrete Barrier** (***)
- b. Type (*) Concrete Modified Barrier**
- c. Type (*) Concrete Curb and Gutter** (***)
- d. Type (*) Concrete Mountable Curb**
- e. Type (*) Concrete Lip Curb**
- f. Type (*) Concrete Modified Lip Curb**
- g. Type (*) Concrete Curb Ramp**
- h. Type (*) Concrete Safety Curb**
- i. Type (*) Concrete Splash Strips (***) (****)

* Specify the Concrete Type

* reveal height, type and referenced Standard Detail to be specified.

** renewed length to be specified.

- 1. Less than 3 m
- 2. 3 m to 30 m
- 3. Greater than 30 m

*** reveal height, monolithic or separate, type, width and reference to Standard Detail to be specified.

- E23.34.2 All costs for removal, excavation, sub-grade compaction, leveling course and backfill materials, curb installation and boulevard grading to the limits as identified in Section 3.4 of CW 3240-R10 will be included in the payment for the "Items of Work" listed for Concrete Curb Renewal.
- E23.34.3 Base course will be paid in accordance with CW 3110.
- E23.34.4 For installation lengths greater than 30 metres, the length will include breaks for approaches, isolations or fixed obstacles such as light standards or poles.
- E23.34.5 Curb ramp tie bars are to be paid in accordance with CW 3230.
- E23.34.6 Supply and placement of bonding grout for concrete curbs will not be measured for payment.

BASIS OF PAYMENT FOR CW 3325-R5

E23.35 Concrete Sidewalks

- E23.35.1 Construction of concrete sidewalks will be paid for at the Contract Unit Price per square metre for "100 mm Type (*) Concrete Sidewalk", 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.

E23.36 Leveling Course

- E23.36.1 No payment shall be made for leveling course.

E23.37 Excavation, Sub-grade Compaction, and Base Course

- E23.38 Excavation, sub-grade compaction, and additional base course shall be paid for in accordance with Specification CW 3110.

E24. SUPPLY AND INSTALLATION OF PAVEMENT REPAIR FABRIC

DESCRIPTION

E24.1 General

- E24.1.1 This specification covers the supply and installation of pavement repair fabrics for reinforcement of asphalt layers, distribution of loads, and reducing reflective cracking distresses.

E24.2 Definitions

- E24.2.1 Pavement Repair Fabric composed of fiberglass strands coated with an elastomeric polymer and formed into a grid structure.
- E24.2.2 Minimum Average Roll Value (MARV) is Property value calculated as typical minus two standard deviations. It shall yield a 97.7 percent degree of confidence that any sample taken during quality assurance testing will exceed the value reported.
- E24.2.3 Apertures are the open spaces formed between the interconnected network of longitudinal and transverse ribs of a fabric.
- E24.2.4 Type A Pavement Repair Fabric is composed of fiberglass strands coated with an elastomeric polymer and formed into a grid structure. It will be used for either localized repair reinforcement (i.e. at joints and cracks) or full width asphalt reinforcement to minimize both thermal and stress related reflective cracking.
- E24.3 Referenced Standard Construction Specifications
- E24.3.1 CW 3110 – Sub-Grade, Sub-Base and Base Course Construction
- E24.3.2 CW 3410 – Asphaltic Concrete Pavement Works
- E24.3.3 Approved Products for Surface Works

MATERIALS

E24.4 Approved Products

- E24.4.1 Use only those materials listed as Approved Products for Surface Works. The Approved Products are available at the City of Winnipeg, Corporate Finance, Material Management Internet site at:
- https://www.winnipeg.ca/finance/findata/matmgt/std_const_spec/current/Docs/Approved_Products_Surface_Works.pdf .

E24.5 Material Identification

- E24.5.1 Pavement Repair Fabric shall be labelled in accordance with ASTM D4873/D4873M, and must clearly show the manufacturer name, product style number and roll number. Products without proper identification or labelling, mislabelling, or misrepresentation of materials shall be rejected.

E24.6 Storage and Handling

- E24.6.1 Pavement Repair Fabric rolls shall be elevated off the ground and adequately covered to protect them from site construction damage, precipitation, any contamination of dirt or dust and any other deleterious materials.
- E24.6.2 Pavement Repair Fabric rolls shall be protected from extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, flames including welding sparks, excess temperatures, and any other environmental conditions that may damage the physical properties of the fabric.
- E24.6.3 Store and handle the Pavement Repair Fabric in accordance with the manufacturer's recommendations. Manufacturer's data sheets shall include preparation instructions and recommendations as well as storage and handling requirements and recommendations.

E24.7 Certification

- E24.7.1 The Contractor shall provide Manufacturer's Mill Certificate and MARV Roll Data to the Contract Administrator prior to installation. The Certification shall state that the Pavement Repair Fabric meets MARV requirements as evaluated under the Manufacturer's quality control program. The Certification shall be attested to by a person having legal authority to

bind the Manufacturer. The Pavement Repair Fabric shall be annually tested by accredited a third party testing facility.

E24.7.2 The Contractor shall provide a letter to the Contract Administrator stating the product name, manufacturer, style number, and other pertinent information to fully describe the Pavement Repair Fabric.

E24.7.3 All testing and data shall be in accordance with approved ASTM standards. Data reported in accordance with other standards will not be accepted.

E24.8 Pavement Repair Fabric Properties

E24.8.1 Pavement Repair Fabric shall consist of a high strength, fiberglass grid custom knitted and coated with an elastomeric polymer and self-adhesive glue with square or rectangular opening configurations.

E24.8.2 The axis with the least strength will be taken as the ultimate strength of the fabric for any given property.

E24.8.3 Type A Pavement Repair Fabric shall meet the requirements in Table CW 3140.1.

Table CW 3140.1 – Type A Pavement Repair Fabric Property Requirements

Physical Property	Machine Direction	Cross-Machine Direction	Test Method
Tensile Strength, Minimum	100 kN/m	100 kN/m	ASTM D 6637
Tensile Strength @ 2% Strain, Minimum	80 kN/m	80 kN/m	ASTM D 6637
Secant Stiffness EA at 2% Strain	4,000 kN/m	4,000 kN/m	ASTM D 6637
Elongation at Break, Maximum	3%		ASTM D 6637
Coating Softening Point, Minimum	150 °C		ASTM D 36
Coating Melting Point, Minimum	350 °C		ASTM D 276
Glass Melting Point, Minimum	820 °C		ASTM D 338
Mass/Unit Area, Minimum	420 g/m ²		ASTM D 5261

E24.8.4 All physical property requirements are Minimum Average Roll Values (MARV) determined in accordance with ASTM 4759. Values not labelled as MARV will not be accepted.

E24.8.5 Aperture sizes shall be as follows:

- i. Between 10 mm and 14 mm for pavement repair fabric immediately below or within Type 1A asphalt layer.
- ii. Between 19 mm and 25.4 mm for pavement repair fabric immediately below or within Type III asphalt layer.

E24.8.6 If the fabric has a rectangular aperture size, the smaller dimension shall be used to establish the suitable Pavement Repair Fabric.

CONSTRUCTION METHODS

E24.9 Pavement Repair Fabric shall not be placed when weather conditions, in the opinion of the Contract Administrator, are not suitable for installation including heavy rainfall, extreme cold or frost conditions, or extreme heat.

E24.10 Make all repairs as required prior to placement of Pavement Repair Fabric. Seal cracks and fill holes using a method that provides a proper level surface. Receiving surface shall be smooth, with the existing cracks pretreated.

- E24.11 Surfaces shall be mechanically cleaned by sweeping and vacuuming and be free of oil, vegetation, sand, dirt, water, gravel, and other contaminants prior to placement of Pavement Repair Fabric.
- E24.12 Pavement Repair Fabric placement should not be undertaken if rain is likely to fall prior to covering the fabric with an asphalt mat overlay. Pavement Repair Fabric that is placed and will not adhere due to moisture shall be removed and replaced at the Contractor's expense.
- E24.13 Pavement Repair Fabric shall be laid out by mechanical means or by hand using sufficient pressure to eliminate ripples. Remove any ripples by pulling the fabric tight. Cutting of the fabric may be permitted on tight radii to prevent ripples.
- E24.14 Transverse joints shall be overlapped 75 mm or as recommended by the manufacturer, whichever is greater. Longitudinal joints shall be overlapped 37.5 mm or as recommended by the manufacturer, whichever is greater.
- E24.15 Prior to the asphalt topping placement, the fabric shall be inspected by the Contract Administrator for damage during installation. Damaged fabric shall be removed and replaced at the Contractor's expense.
- E24.16 Activate self-adhesive glue by rolling with a rubber coated drum roller or a pneumatic tire roller. In no instance shall steel-wheeled or vibratory rollers be used. Rolling shall continue until the adhesive is activated and the fabric is bonded to the leveling course.
- E24.17 Roller tires shall be kept clean to the satisfaction of the Contract Administrator.
- E24.18 If bonding of the fabric is not readily achieved, it shall be removed and replaced at the Contractor's expense.
- E24.19 Pavement Repair Fabric shall be laid and rolled over ironworks (e.g., manhole covers). Once the fabric has been rolled, those portions covering the ironworks shall be removed by cutting the fabric with a utility knife or other methods approved by the Contract Administrator.
- E24.20 Protect the Pavement Repair Fabric until placement of the finished asphalt topping.
- E24.21 Where a tack coat or emulsified asphalt is specified, the approved tack coat/emulsion and dose should be used as recommended by the manufacturer in conjunction with the Pavement Repair Fabric. Tack coat or emulsified asphalts shall not be diluted. Unless otherwise recommended by the manufacturer, apply tack coat or emulsified asphalt at the rate of 0.35 liters per square meter of surface area.
- E24.22 Where tack coat or emulsified asphalt is placed prior to the fabric, it must fully cure prior to placement of the fabric. Where tack coat or emulsified asphalt is placed after the fabric, it must fully cure prior to construction traffic, including paving, travelling on the surface.
- E24.23 Prevent spattering of tack coat or emulsified asphalt when placed adjacent to curbs, gutters, structures and other adjacent surfaces. Clean any surfaces where it has been contaminated by the tack coat or emulsified asphalt.
- E24.24 Leveling course or overlay layer shall be a minimum thickness of 40 mm. Place and compact asphalt over the Pavement Repair Fabric in accordance with CW 3410.

QUALITY ASSURANCE TESTING

- E24.25 The Contract Administrator shall test the adhesion for pavement repair fabric in field during construction is as follows:
- E24.25.1 Place approximately 1 m² of fabric on a prepared surface that is representative of the project conditions.
- E24.25.2 Activate self-adhesive glue by rolling with a rubber-tired roller or by applying adequate pressure to fully activate the pressure-sensitive adhesive.

- E24.25.3 Use a calibrated spring balance by inserting the hook of the balance under the centre of the fabric and pulling upward until the fabric starts to pull away from the surface.
- E24.25.4 A 9 kg pull is required without pulling the grid free or creating ripples in the fabric.
- E24.26 The minimum frequency shall be one test, then test every 2000 square meters.

MEASUREMENT AND PAYMENT

- E24.27 Supply and installation of Pavement Repair Fabric will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Supply and Install 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.
- E24.28 Only material placed within the designated limits will be included in the payment for "Supply and Install Pavement Repair Fabric".
- E24.29 No measurement or payment will be made for Pavement Repair Fabric removed and replaced due to improper installation or damaged materials.

No measurement or payment will be made for transverse and longitudinal overlap.

E25. OUTLET FLOW RESTRICTOR

- E25.1 Install C/W Outlet restrictors as per detail SD-025B. Outlet restrictors to be paid on a unit basis. The number of Outlet Restrictors to be paid will be the total number of restrictors supplied and installed in accordance with SD-025B, as accepted and measured by the Contract Administrator