

PART D

SUPPLEMENTAL CONDITIONS

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the Maryland Twin Bridges Rehabilitation Project - West Bridge Rehabilitation.
- D2.2 The major components of the Work are as follows:
- (a) Concrete demolition, including hydrodemolition;
 - (b) Concrete forming and placing;
 - (c) Electrical conduit works; and
 - (d) Roadway renewals.
 - (e) Concrete median modification at St. James Bridge - Route 90 at Kenaston/Academy Road off-ramp.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is Dillon Consulting Limited, represented by:
- Robert A. Wiebe, P. Eng.
Project Manager
200 - 895 Waverley Street
Winnipeg, Manitoba R3T 5P4
- Telephone No. (204) 453-2301
Facsimile No. (204) 452-4412
- D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

- D5.1 Except as provided for in GC:23.2.2, 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.
- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.
- D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D5.4 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 address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

- D6.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. SAFE WORK PLAN

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.
- D7.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>

D8. PERFORMANCE SECURITY

- D8.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D8.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC:4.1 for the return of the executed Contract.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) all inclusive, with The City of Winnipeg and Dillon Consulting Limited being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
 - (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the City Solicitor with a Certificate of Insurance, in a form satisfactory to the City Solicitor, 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 GC:4.1 for the return of the executed Contract.
- D9.3.1 The certificate of insurance for the commercial general liability insurance must clearly state "operations to include demolition work".
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D10. SUBCONTRACTOR LIST

D10.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at 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 GC:4.1 for the return of the executed Contract.

D11. DETAILED WORK SCHEDULE

D11.1 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 GC:4.1 for the return of the executed Contract.

D11.2 The detailed work schedule shall consist of the following:

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

all acceptable to the Contract Administrator.

D11.3 Further to D11.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

D11.4 Further to D11.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D11.5 Further to D11.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D12. COMMENCEMENT

D12.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D12.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) the Safe Work Plan specified in D7.
 - (iv) the performance security specified in D8;
 - (v) evidence of the insurance specified in D9; and
 - (vi) the detailed work schedule specified in D11.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D12.3 The Contractor shall not commence the work on the site before April 1, 2005 unless otherwise approved by the Contract Administrator.

D13. SUBSTANTIAL PERFORMANCE

D13.1 The Contractor shall achieve Substantial Performance by October 15, 2005.

D13.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D13.3 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.

D14. TOTAL PERFORMANCE

D14.1 The Contractor shall achieve Total Performance by October 22, 2005.

D14.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D14.3 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.

D15. LIQUIDATED DAMAGES

D15.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Nine Hundred and Sixty dollars (\$960.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.

D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.

D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D16. SCHEDULED MAINTENANCE

D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:

- (a) Sod maintenance as specified in CW 3510-R7.
- (b) Reflective crack maintenance as specified in CW 3250-R5.

D16.2 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

D17. JOB MEETINGS

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

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

- D18.1 Further to GC:6.26, 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).

D19. LAYOUT OF THE WORK

- D19.1 Further to GC:6, the Contract Administrator will provide the basic centrelines and an elevation of the works as shown on the Drawings.
- D19.2 The Contractor shall be responsible for the true and proper layout of the Work and for the correctness of the location, levels, dimensions, and alignment of all aspects of the Work. He shall provide all required instruments and competent personnel for performing all layouts.
- D19.3 Should any error appear or arise in location, levels, dimensions, and/or alignments during the course of the Work, the Contractor shall promptly rectify such errors to the satisfaction of the Contract Administrator, at his own expense.
- D19.4 The Contract Administrator shall be notified at least one (1) working day prior to any Work being commenced in order to have the option to check and review all elevations and layouts at his discretion.
- D19.5 The Contractor shall carefully protect and preserve all benchmarks, stakes, and other items used in giving the basic data supplied by the Contract Administrator. Any such benchmarks or stakes removed or destroyed by the Contractor, without the consent of the Contract Administrator, shall be replaced by the Contract Administrator at the expense of the Contractor.

WARRANTY

D20. WARRANTY

- D20.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder, or unless specific items of work as indicated below are required to have special warranties.

D20.2 Notwithstanding D20.1, the warranties for expansion joint fabrication and expansion joint installation shall be for a period of five years from the date of issuance of the Certificate of Acceptance as specified in this specification, Section E10.

D21. ENVIRONMENTAL PROTECTION PLAN

D21.1 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the Environmental Protection Plan as herein specified.

D21.2 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work. Some are available for viewing at the office of the Contract Administrator.

D21.3 Federal Legislation

- (a) Canadian Environmental Assessment Act (CEAA) c.37
- (b) Fisheries Act c.F14
- (c) Transportation of Dangerous Goods Act and Regulations c.34
- (d) Navigable Waters Protection Act
- (e) And any other applicable Acts, Regulations, and By-laws

D21.4 Provincial Legislation

- (a) The Dangerous Goods Handling and Transportation Act D12
- (b) The Endangered Species Act E111
- (c) The Environment Act c.E125
- (d) The Fire Prevention Act F80
- (e) The Manitoba Heritage Resources Act H39-1
- (f) The Manitoba Noxious Weeds Act N110
- (g) The Manitoba Nuisance Act N120
- (h) The Public Health Act c.P210
- (i) The Workplace Safety and Health Act W210
- (j) And current applicable associated regulations (Note: Provincial regulations updated as of September 1999)
- (k) The *Manitoba Stream Crossing Guidelines for the Protection of Fish Habitat*, Manitoba Natural Resources, 1996
- (l) And any other applicable Acts, Regulations, and By-laws

D21.5 Municipal Legislation

- (a) The City of Winnipeg By-law No. 2480/79 and all amendments up to and including 7976/2000
- (b) The City of Winnipeg By-law No. 1573/77 and all amendments up to and including 7670/2000
- (c) And any other applicable Acts, Regulations, and By-laws

D21.6 The Contractor is advised that the Fisheries and Oceans Canada (DFO) approval is applicable to all works and is attached.

D21.7 The Contractor is advised that the following environmental protection measures apply to the Work.

D21.8 Materials Handling and Storage

- (a) Storage of construction materials shall be confined to the defined storage areas as shown on the Drawings.
- (b) Construction materials shall not be deposited or stored on riverbanks or river shorelines unless written acceptance from the Contract Administrator is received in advance.
- (c) Construction materials and debris shall be prevented from entering the Assiniboine River. In the event that materials and/or debris inadvertently enter the watercourse, the Contractor shall be required to remove the material and restore the watercourse to its original condition.

D21.9 Fuel Handling and Storage

- (a) The Contractor shall obtain all necessary permits from Manitoba Environment for the handling and storage of fuel products and shall provide copies to the Contract Administrator.
- (b) All fuel handling and storage facilities shall comply with The Dangerous Goods and Transportation Act Storage and Handling of Petroleum Products Regulation and any local land use permits.
- (c) Fuels, lubricants, and other potentially hazardous materials as defined in The Dangerous Goods and Transportation Act shall be stored and handled within the approved storage areas.
- (d) The Contractor shall ensure that any temporary fuel storage areas established for construction of the project are contained by an impermeable dyke and are located a minimum distance of 100 m away from the high water line of the Assiniboine River. Dykes shall be designed, constructed, and maintained to retain not less than 100% of the capacity of the total number of containers or 110% of the largest container, whichever is greatest. The dykes shall be constructed of clay or similar impervious material. If this type of material is not available, the dyke shall be constructed of locally available material and lined with high-density polyethylene (HDPE). Furthermore, the fuel storage area(s) shall be secured by a barrier such as a high fence and gate to prevent vandalism.
- (e) The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.
- (f) Products transferred from the fuel storage area(s) to specific work sites shall not exceed the daily usage requirement.
- (g) When servicing requires the drainage or pumping of fuels, lubricating oils or other fluids from equipment, a groundsheet of suitable material (such as HDPE) and size shall be spread on the ground to catch the fluid in the event of a leak or spill.
- (h) Refuelling of mobile equipment and vehicles shall take place at least 100 m from a watercourse.
- (i) The area around storage sites and fuel lines shall be distinctly marked and kept clear of snow and debris to allow for routine inspection and leak detection.
- (j) A sufficient supply of materials, such as absorbent material and plastic oil booms, to clean up minor spills shall be stored nearby on-site. The Contractor shall ensure that additional material can be made available on short notice.

D21.10 Waste Handling and Disposal

- (a) The construction area shall be kept clean and orderly at all times during and at completion of construction.
- (b) At no time during construction shall personal or construction waste be permitted to accumulate for more than one day at any location on the construction site, other than at a dedicated storage area as may be approved by the Contract Administrator.

- (c) The Contractor shall, during and at the completion of construction, clean-up the construction area and all resulting debris shall be deposited at a Waste Disposal Ground operating under the authority of Manitoba Regulation #150/91. Exceptions are liquid industrial and hazardous wastes which require special disposal methods (refer to Section 30.5.D) in Manitoba Regulation #150/91.
- (d) Indiscriminate dumping, littering, or abandonment shall not take place.
- (e) No on-site burning of waste is permitted.
- (f) Waste storage areas shall not be located so as to block natural drainage.
- (g) Runoff from a waste storage area shall not be allowed to cause siltation of a watercourse.
- (h) Waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.
- (i) Equipment shall not be cleaned near watercourses; contaminated water from onshore cleaning operations shall not be permitted to enter watercourses.
- (j) Discharge from any dewatered areas shall be released into a well-vegetated area, filter bag, settling basin, or storm sewer system to remove suspended material and other deleterious substances from the discharge before it finds its way into any watercourse.

D21.11 Dangerous Goods/Hazardous Waste Handling and Disposal

- (a) Dangerous goods/hazardous waste are identified by, and shall be handled according to The Dangerous Goods Handling and Transportation Act and Regulations.
- (b) The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.
- (c) The Contractor shall have on-site staff that is trained and certified in the handling of the dangerous/hazardous goods, when said dangerous/hazardous goods are being utilized on-site for the performance of the Work.
- (d) Different waste streams shall not be mixed.
- (e) Disposal of dangerous goods/hazardous wastes shall be at approved hazardous waste facilities.
- (f) Liquid hydrocarbons shall not be stored or disposed of in earthen pits on-site.
- (g) Used oils shall be stored in appropriate drums, or tankage until shipment to waste oil recycling centres, incinerators, or secure disposal facilities approved for such wastes.
- (h) Used oil filters shall be drained, placed in suitable storage containers, and buried or incinerated at approved hazardous waste treatment and disposal facilities.
- (i) Dangerous goods/hazardous waste storage areas shall be located at least 100 m away from the high water line and be dyked.
- (j) Dangerous goods/hazardous waste storage areas shall not be located so as to block natural drainage.
- (k) Runoff from a dangerous goods/hazardous waste storage area shall not be allowed to cause siltation of a watercourse.
- (l) Dangerous goods/hazardous waste storage areas shall be left in a neat and finished appearance and/or restored to their original condition to the satisfaction of the Contract Administrator.

D21.12 Emergency Response

- (a) The Contractor shall ensure that due care and caution is taken to prevent spills.
- (b) The Contractor shall report all major spills of petroleum products or other hazardous substances with significant impact on the environment and threat to human health and

safety (as defined in Table 1: Spills That Must be Reported to Manitoba Conservation as Environmental Accidents) to Manitoba Environment, immediately after occurrence of the environmental accident, by calling the 24-hour emergency phone number (204) 945-4888.

- (c) The Contractor shall designate a qualified supervisor as the on-site emergency response coordinator for the project. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill.
- (d) The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the on-site emergency response coordinator:
 - (i) Notify emergency response coordinator of the accident:
 - Identify exact location and time of accident.
 - Indicate injuries, if any.
 - Request assistance as required by magnitude of accident (Manitoba Environment 24-hour Spill Response Line (204) 945-4888, Police, Fire Department, Ambulance, company back-up).
 - (ii) Attend to public safety:
 - Stop traffic, roadblock/cordon off the immediate danger area.
 - Eliminate ignition sources.
 - Initiate evacuation procedures if necessary.
 - (iii) Assess situation and gather information on the status of the situation, noting:
 - Personnel on-site.
 - Cause and effect of spill.
 - Estimated extent of damage.
 - Amount and type of material involved.
 - Proximity to waterways, sewers, and manholes.
 - (iv) If safe to do so, try to stop the dispersion or flow of spill material:
 - Approach from upwind.
 - Stop or reduce leak if safe to do so.
 - Dyke spill material with dry, inert absorbent material or dry clay soil or sand.
 - Prevent spill material from entering waterways and utilities by dyking.
 - Prevent spill material from entering manholes and other openings by covering with rubber spill mats or dyking.
 - (v) Resume any effective action to contain, clean up, or stop the flow of the spilled product.
 - (vi) The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to Manitoba Environment according to The Dangerous Goods Handling and Transportation Act, Environmental Accident Report Regulation 439/87.
 - (vii) When dangerous goods are used on-site, materials for containment and cleanup of spill material (e.g., absorbent materials, plastic oil booms, and oversized recovery drums) shall be available on-site.
 - (viii) Minor spills of such substances that may be contained on land with no significant impact on the environment may be responded to with in-house resources without formal notification to Manitoba Environment.
 - (ix) City emergency response, 9-1-1, shall be used if other means are not available.
 - (x) The on-site emergency response coordinator shall contact the Canadian Coast Guard, Kenora, Ontario (807) 468-6441, if the spill material reaches and is on or in the Assiniboine or Red Rivers.

Table 1 Spills That Must be Reported to Manitoba Conservation as Environmental Accidents		
Classification	Hazard	Reportable Quantity/Level
1	Explosives	All
2.1	Compressed Gas (flammable)	100 L*
2.2	Compressed Gas	100 L*
2.3	Compressed Gas (toxic)	All
2.4	Compressed Gas (corrosive)	All
3	Flammable Liquids	100 L
4	Flammable Solids	1 kg
5.1	PG**I&II	Oxidizer
	PG III	Oxidizer
5.2	Organic Peroxide	1 kg or 1 L
6.1	PG I	Acute Toxic
	PG II & III	Acute Toxic
6.2	Infectious	All
7	Radioactive	Any discharge or radiation level exceeding 10 mSv/h at the package surface and 200 uSv/h at 1 m from the package surface
8	Corrosive	5 kg or 5 L
9.1	Miscellaneous (except PCB mixtures)	50 kg
9.1	PCB Mixtures	500 g
9.2	Aquatic Toxic	1 kg or 1 L
9.3	Wastes (chronic toxic)	5 kg or 5 L
* Container capacity (refers to container water capacity)		
** PG = Packing Group(s)		

D21.13 Noise

- (a) Noise-generating activities shall be limited to the hours indicated in the City of Winnipeg Noise By-law, unless otherwise accepted in advance by the Contract Administrator.
- (b) The Contractor shall be responsible for scheduling work to avoid potential noise problems and/or employ noise reduction measures to reduce noise to acceptable limits. The Contractor shall also demonstrate to the Contract Administrator that works to be performed during the night-time period, on Sundays, and Holidays shall not exceed the approved limit.

D21.14 Dust

- (a) Dust control practices implemented by the Contractor during construction shall include regular street cleaning and dampening of construction access roads and work areas with water or approved chemicals at an adequate frequency to prevent the creation of dust.
- (b) Only water or chemicals approved by the Contract Administrator shall be used for dust control. The use of waste petroleum or petroleum by-products is not permitted.
- (c) The Contractor shall ensure that trucks which are used to haul excavated material and backfill material to and from the work site utilize tarpaulin covers during transport to prevent material from falling onto the street and creating dust.
- (d) Stockpiled soils shall be covered with tarpaulin covers to prevent the creation of dust.

D21.15 Erosion Control

- (a) The Contractor shall develop a sediment control plan prior to beginning construction to the satisfaction of the Contract Administrator.
- (b) Exposure of soils along riverbank slopes shall be kept to the minimum practical amount, acceptable to the Contract Administrator. The cover of trees and undergrowth shall be preserved to the maximum extent possible.

- (c) Sediment control fencing, or other such erosion control structures, shall be employed wherever construction activity increases the potential for runoff to carry sediment into a drainage channel or other watercourse. The Contractor shall inspect all such structures daily during heavy construction activity in the areas of the structures and after a heavy rainfall to ensure their continued integrity.
- (d) All areas disturbed during construction shall be landscaped and revegetated with native and/or introduced plant species in order to restore and enhance the site and to protect against soil erosion unless otherwise indicated.
- (e) The disturbed surface shall be revegetated so as to create a dense root system in order to defend against soil erosion on the right-of-way, stream banks, and any other disturbed areas susceptible to erosion.
- (f) The loss of topsoil and the creation of excessive dust by wind during construction shall be prevented by the addition of temporary cover crop, water, or tackifier, if conditions so warrant.
- (g) Effective sediment and erosion control measures (e.g., straw mulch, erosion control blankets, interceptor ditches) are used both during construction and until vegetation is re-established to prevent sediment-laden runoff from entering the Red River.
- (h) The Contractor shall routinely inspect all erosion and sediment control structures and immediately carry out any necessary maintenance. Several inspections shall be performed during rainy days.

D21.16 Runoff Control

- (a) Measures shall be undertaken to ensure that runoff containing suspended soil particles is minimized from entering the river to the extent possible to the satisfaction of the Contract Administrator.
- (b) Areas that are heavily disturbed and vulnerable to erosion or gullyng shall be dyked to redirect surface runoff around the area prior to spring runoff.
- (c) Construction activities on erodible slopes and riverbanks shall be avoided during spring runoff and heavy rainfall events.
- (d) Soil and fill shall not be stockpiled on immediate riverbank areas.

D21.17 Vegetation

- (a) Vegetation shall not be disturbed without written permission from the Contract Administrator.
- (b) The Contractor shall protect plants or trees which may be at risk of accidental damage. Such measures may include protective fencing or signage and shall be approved in advance by the Contract Administrator.
- (c) Herbicides and pesticides shall not be used adjacent to any surface watercourses.
- (d) Trees or shrubs shall not be felled into watercourses.
- (e) Areas where vegetation is removed during clearing, construction, and decommissioning activities, shall be revegetated as soon as possible in accordance with the landscaping plans forming part of the contract, or as directed by the Contract Administrator.
- (f) Trees damaged during construction activities shall be examined by bonded tree care professionals; viable trees damaged during construction activities shall be pruned according to good practice by bonded tree care professionals.
- (g) Damaged trees which are not viable shall be replaced at the expense of the Contractor.

D21.18 Landscaping

- (a) Construction waste (excluding common construction gravel, sand, etc.) shall be removed to a minimum depth of 600 mm below final grade in all areas that are to be backfilled with suitable material and revegetated in accordance with the City of Winnipeg Standard Construction Specifications.
- (b) The Contractor shall adhere to the landscaping plan for maintenance of initial stages and development stages of the plant community.

D21.19 Access

- (a) In accordance with the Environment Act Licence, the Contractor shall maintain access to affected residential properties.
- (b) The Contractor shall provide or maintain general and off-street access to any affected business during construction.

FORM H1: PERFORMANCE BOND
(See D7)

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 dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 536-2004

MARYLAND TWIN BRIDGES REHABILITATION PROJECT
WEST BRIDGE REHABILITATION

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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D7)

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - 536-2004

MARYLAND TWIN BRIDGES REHABILITATION PROJECT
WEST BRIDGE REHABILITATION

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

